

**IN THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT  
WILLIAMSON COUNTY, ILLINOIS**

JOHN DOE, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

SOUTHERN ILLINOIS HEALTHCARE  
ENTERPRISES, INC., SOUTHERN  
ILLINOIS HOSPITAL SERVICES, and  
SOUTHERN ILLINOIS MEDICAL  
SERVICES, NFP,

Defendants.

Case No. 2023LA55

Class Action

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among: (i) Plaintiff, John Doe (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendants, Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP (“Defendants”) (together, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

**A.** This putative class action was originally filed by Plaintiff Doe on June 15, 2023, in the Williamson County Circuit Court, Illinois. The material allegations of the operative Complaint center on Defendants’ alleged disclosure of its patients’ personally identifiable information to Meta, formerly known as Facebook, and other third-party technologies without permission. Plaintiff asserted claims against Defendants for: (1) negligence; (2) invasion of privacy; (3) breach

of implied contract; (4) unjust enrichment; (5) breach of fiduciary duty; and (6) violations of the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS § 505/1 *et seq.*

**B.** Thereafter, Defendants removed this action to United States District Court for the Southern District of Illinois on August 4, 2023. Plaintiff then filed a motion to remand, which the federal court granted on September 19, 2024.

**C.** On December 13, 2024, Defendants filed a motion to dismiss Plaintiff's complaint. On January 10, 2025, Plaintiff filed an Amended Complaint alleging claims for (1) negligence; (2) negligence *per se*; (3) invasion of privacy; (4) breach of express contract; (5) breach of implied contract; (6) unjust enrichment; (7) breach of bailment; (8) breach of fiduciary duty; (9) conversion; (10) trespass to chattel; (11) violation of the Illinois Eavesdropping Statute; and (12) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. On February 10, 2025, Defendants filed a Motion to Dismiss the Amended Complaint, which the Court denied on April 30, 2025, and Defendants filed their answer on June 10, 2025.

**D.** Given the risks, delay, and expenses inherent in prolonged litigation, the Parties began exploring the possibility of settlement. Settlement negotiations were at all times hard fought and conducted at arms'-length beginning in June 2025 and continued into December 2025 and ultimately resulted in this Settlement Agreement.

**E.** Defendants deny any wrongdoing whatsoever and dispute that they committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Action and believe they would have prevailed at summary judgment and/or trial. Nonetheless, considering the uncertainty, risks, and expense inherent in any litigation, Defendants have concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations

resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**F.** Plaintiff and Class Counsel recognize that Defendants have raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendants through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also considered the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendants, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

### 1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1 “Action”** means *Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*, No. 2023LA55 (Williamson County, Illinois Circuit Court).

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

**1.3 “Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who wish to file a Claim for a payment shall be able to submit the Claim Form in either electronic or paper format in the manner described below.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Notice Completion Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borrelli, PLLC.

**1.7 “Class Representative”** means the named Plaintiff in this Action, John Doe.

**1.8 “Court”** means the Williamson County Circuit Court and the Judge presiding over the Action.

**1.9 “Defendants”** means Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP.

**1.10 “Defendants’ Counsel”** means Erin Bolan Hines, Melissa A. Siebert, and Joseph Okon of Cozen O’Connor.

**1.11 “Effective Date”** means the date ten (10) days after which all the events and conditions specified in Paragraph 9.1 have been met and have occurred.

**1.12 “Exclusion Deadline”** means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Completion Date, or such other date as ordered by the Court.

**1.13 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendants separate and apart from the direct benefits made available to Settlement Class Members.

**1.14 “Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment 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 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); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying

or reversing any Fee Award or Service Award, or appeal solely thereof, made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

**1.15 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representative. The hearing may be held remotely, and if so, access instructions will be posted on the Settlement Website.

**1.16 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Parties’ Counsel shall file a declaration from the Settlement Administrator with respect to the Notice program.

**1.17 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, the Illinois Rule of Civil Procedure, and is substantially in the form of **Exhibits B** and **C** hereto.

**1.18 “Notice Commencement Date”** means the date by which the initial Direct Notice commences as set forth in Paragraph 4.1, which shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.

**1.19 “Notice Completion Date”** means the date by which the Direct Notice must be completed, which shall be no later than forty-five (45) days after the Court’s entry of the Preliminary Approval Order.

**1.20 “Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than sixty (60) days after the Notice Completion Date, or such other date as ordered by the Court.

**1.21 “Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, 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 spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.22 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.23 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff’s motion for preliminary approval of the Agreement.

**1.24 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts,

disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendants' use of the Meta pixel and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendants, if any.

**1.25 “Released Parties”** means Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP, as well as any and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.26 “Releasing Parties”** means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.27 “Settlement Administration Expenses”** means the expenses billed by the Settlement Administrator for providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant separately and apart from the direct benefits to the Class made available through this Settlement.

**1.28 “Settlement Administrator”** means Simpluris, Inc. or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.29 “Settlement Class” or “Class Member”** means All patients of Defendants residing in the United States that signed into Defendants’ MyChart patient portal or scheduled appointments through Defendants’ MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals.<sup>1</sup> Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

**1.30 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

---

<sup>1</sup> The Settlement Class is made up of approximately 79,215 individuals.

**1.31 “Settlement Website”** means a website, referenced in Section 4(e) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in. The Settlement Website shall be deactivated ninety (90) days after the Effective Date.

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

**1.33 “Unknown Claims”** means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by them, might have affected their settlement with, and release of, the Released Parties or the Released Claims or might have affected their decision to agree, object or not to object to and/or participate in the Settlement. Upon the Effective Date, Plaintiff expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, Plaintiff expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California

Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. SETTLEMENT RELIEF.**

**2.1 Payments to Settlement Class Members.** Defendants will pay or cause to be paid the following: (i) Automatic availability of CyEx Privacy Shield Pro; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (iii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4 below; (iv) the Fee Award, as described in Paragraph 8.1 below; and (iv) any Service Award to the Plaintiff, as may be ordered by the Court and as described in Paragraph 8.3 below.

**2.2 Schedule of Payments.** Defendants will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs.* Amounts for Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are due and payable.

(b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to be paid as described at Paragraph 8.1, below.

(c) *Service Award.* An amount equal to \$3,500.00 or as ordered by the Court, to be paid to the Plaintiff as described at Paragraph 8.3, below.

(d) *Payment of Approved Claims.* An amount equal to \$17.50 multiplied by the number of Approved Claims, which amount is to be paid by check within thirty (30) days after entry of the Final Approval Order, provided that the Claims Deadline does not occur after entry of the Final Approval Order. If the Court enters the Final Approval Order before the Claims Deadline occurs, then Defendant will pay Approved Claims within thirty (30) days of receiving the total amount of Approved Claims from the Settlement Administrator.

(e) *Instructions for Privacy Shield Pro.* Instructions for how to enroll in the one-year subscription to CyEx Privacy Shield Pro will be sent to Class Members within forty-five (45) days of the Effective Date.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to automatically receive a code for redeeming the one-year subscription to CyEx's Privacy Shield Pro and may submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class member may submit a claim for a cash payment of \$17.50.

**2.3.a.1 Method of Payment.** Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

**2.3.a.2 Payment Date.** Cash payments for Approved Claims will be paid thirty (30) days after the funding as set forth in Section 2.2 (d) above.

(b) *CyEx Privacy Shield Pro.* Each Settlement Class member will automatically receive a code in their Notice which provides the ability to enroll in one year of Privacy

Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

**2.3.b.1 Enrollment.** Instructions for how to enroll in Privacy Shield Pro will be sent within thirty (30) days of the Effective Date. The instructions will include the code for enrollment.

**2.3.b.2** Enrollment into Privacy Shield Pro may be combined with a claim for cash payment on the same Claim Form.

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. Each Claim Form must be (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Cash Benefit – Uncleared Checks.** Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members.

**3. RELEASE.**

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

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

**4. NOTICE TO THE SETTLEMENT CLASS.**

**4.1** The Notice Plan shall consist of the following:

**(a)** *Settlement Class List.* No later than ten (10) days after Preliminary Approval, Defendants shall produce an electronic list from their records to the Settlement Administrator that includes the names, phone numbers, email addresses, and mailing addresses, to the extent available and excluding duplicates, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Commencement Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where feasible, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice. This shall include using phone numbers provided in the Class List to perform an advanced search to determine an updated email address. For any Settlement Class Members not properly provided Notice via email, the Settlement Administrator must send a notice via U.S. Mail in substantially the same form as that provided in the email notice. For any undeliverable mail notices, the Settlement Administrator shall use commercially reasonable advanced search tools to identify updated mailing addresses and then resend notices to those individuals for whom an updated mailing address is determined. If after these efforts, the estimated notice reach (based on the total class size) does not exceed 90%, then the Settlement Administrator shall immediately notify the Parties, who will establish a mutually agreed-upon digital publication notice designed to ensure the notice reach exceeds 90%.

(c) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at a URL approved by Class Counsel and Defendants’ Counsel, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide

information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; 2) a signature; 3) the name and number of the case; and 4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid unless the parties agree to treat it as valid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than one hundred and twenty (120) days after the date of Preliminary Approval.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.8** No Person shall have any claim against the Settlement Administrator, Defendants, Defendants' Counsel, Plaintiff's Counsel and/or the Class Representative based on distributions of benefits to Settlement Class Members.

**4.9** No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representative, Defendants or Defendants' Counsel other than through the agreed content to be posted on the Settlement Website. Nothing in this Settlement Agreement shall be interpreted to prevent Class Counsel from informing or advising Class Members about the terms of their rights under the Settlement Agreement.

**5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants'

Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Moreover, if the projected notice reach percentage—based on total class size—falls below 80%, the Settlement Administrator must immediately notify Class Counsel and Defendants' Counsel. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendants' Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel with the final listing to be provided no later than ten (10) days following the Exclusion Deadline;

(c) Provide weekly reports to Class Counsel and Defendants' Counsel, including, without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Class Counsel or Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(e) Deliver to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections (valid and invalid); and confirm in writing its completion of the administration of the Settlement.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendants' Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendants' Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendants' Counsel are not able to agree on the disposition of a challenge, the Settlement Administrator shall decide.

**5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

**6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3 below, Defendants or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

**6.2** Subject to Paragraphs 9.1-9.3 below, Defendants shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days after the last day on which Settlement Class Members may submit a Request for Exclusion if more than 75 people of the total Settlement Class Members exercise their right to opt out of the Settlement.

**6.3** The Parties agree that the Court’s failure to approve, in whole or in part, the attorneys’ fees payment to Class Counsel and/or the Service Award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys’ fees, expenses, or Service Award are

to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, C, and D** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendants' agreement to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendants retain all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserve all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this

Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff, the Settlement Class, and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the

Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Illinois Rules of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.**

**8.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed six hundred and twenty-five thousand dollars and no cents (\$625,000.00). Class Counsel will petition the Court for an award of such attorneys' fees no later than fourteen

(14) days before the Objection Deadline, and Defendants agree to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

**8.2** The Fee Award shall be payable within twenty-one (21) days after the Final Approval Order is signed by the Court. At least fourteen (14) days prior to the Final Approval Hearing, Class Counsel will provide all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Defendants by check transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Defendants.

**8.3** Subject to Court approval, the Plaintiff may be paid a Service Award by Defendants, separately and apart from the direct benefits made available to the Class, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of his efforts on behalf of the Settlement Class. Plaintiff may request a Service Award of \$3,500.00. Defendants will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Service Award to the Class Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as a Service Award for the Class Representative. Such award will be paid by Defendant (in the form of a check to the

Class Representative that is sent in care of Class Counsel) within twenty-one (21) days after the Final Approval Order is signed by the Court.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The time to appeal has been exhausted and Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendants’ Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

**10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them against the Released Parties.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendants, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

**10.5** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This 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.

**10.9** Except as otherwise provided herein, each Party shall bear its own costs.

**10.10** Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that he is fully entitled to release the same.

**10.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.14** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm’s-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: (1) Lynn Toops, CohenMalad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, 46204; (2) J. Gerard Stranch, IV, Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee, 37203; (3) Samuel Strauss and Raina Borrelli, Strauss Borrelli, PLLC, One Magnificent Mile, 980 N Michigan Avenue, Suite 1610, Chicago, Illinois 60611; (4) Erin Bolan Hines and Melissa A. Siebert, Cozen O’Connor, 123 N. Wacker Drive, 18th Floor, Chicago, IL 60606; and (5) Joseph Okron, Cozen O’Connor, 707 17th Street, Suite 3100, Denver, CO 80202.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 02 / 19 / 2026

**JOHN DOE**

By:   
\_\_\_\_\_

John Doe

Dated: 02/17/26 | 11:50 AM EST

**SOUTHERN ILLINOIS HEALTHCARE ENTERPRISES, INC.  
SOUTHERN ILLINOIS HOSPITAL SERVICES  
SOUTHERN ILLINOIS MEDICAL SERVICES, NFP**

Signed by:  
By:   
\_\_\_\_\_

Name: John Daly

Title: VP/General Counsel

**IT IS SO STIPULATED BY COUNSEL:**

Dated: 2-17-2026

**COHENMALAD, LLP**

*Lynn Toops*

By: \_\_\_\_\_

Lynn A. Toops (No. 26386-49)

**COHENMALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, IN 46204

Tel: (317) 636-6481

[ltoops@cohenmalad.com](mailto:ltoops@cohenmalad.com)

[athomas@cohenmalad.com](mailto:athomas@cohenmalad.com)

J. Gerard Stranch, IV

**STRANCH, JENNINGS & GARVEY, PLLC**

The Freedom Center

223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

Tel: (615) 254-8801

[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

Samuel J. Strauss

Raina Borrelli

**STRAUSS BORRELLI, PLLC**

One Magnificent Mile

980 N Michigan Avenue, Suite 1610

Chicago, Illinois 60611

Tel: (872) 263-1100

[sam@straussborrelli.com](mailto:sam@straussborrelli.com)

[raina@straussborrelli.com](mailto:raina@straussborrelli.com)

*Plaintiff's and Settlement Class Counsel*

Dated: \_\_\_\_\_

**COZEN O'CONNOR**

By: \_\_\_\_\_

Erin Bolan Hines

Melissa A. Siebert

**COZEN O'CONNOR**

123 N. Wacker Drive, 18th Floor

Chicago, IL 60606

Tel: (312) 382-3100

[ebolanhines@cozen.com](mailto:ebolanhines@cozen.com)

[msiebert@cozen.com](mailto:msiebert@cozen.com)

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

**COHENMALAD, LLP**

By: \_\_\_\_\_

Lynn A. Toops (No. 26386-49)  
**COHENMALAD, LLP**  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
Tel: (317) 636-6481  
ltoops@cohenmalad.com  
athomas@cohenmalad.com

J. Gerard Stranch, IV  
**STRANCH, JENNINGS & GARVEY, PLLC**  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, Tennessee 37203  
Tel: (615) 254-8801  
gstranch@stranchlaw.com

Samuel J. Strauss  
Raina Borrelli  
**STRAUSS BORRELLI, PLLC**  
One Magnificent Mile  
980 N Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Tel: (872) 263-1100  
sam@straussborelli.com  
raina@straussborelli.com

***Plaintiff's and Settlement Class Counsel***

Dated: 02/17/26 | 11:54 AM EST  
\_\_\_\_\_

**COZEN O'CONNOR**

Signed by:  
*Erin Bolan Hines*  
By: \_\_\_\_\_  
AB4655635A1D4EE...

Erin Bolan Hines  
Melissa A. Siebert  
**COZEN O'CONNOR**  
123 N. Wacker Drive, 18th Floor  
Chicago, IL 60606  
Tel: (312) 382-3100  
ebolanhines@cozen.com  
msiebert@cozen.com

Joseph Okron  
**COZEN O'CONNOR**  
707 17th Street, Suite 3100  
Denver, CO 80202  
Tel: (720) 479-3889  
jokon@cozen.com

*Attorneys for Defendants*

# Exhibit A

Your claim must be submitted online or postmarked by:

[Claims Deadline]

**Doe v. Southern Illinois Healthcare Enterprises, Inc.,  
Southern Illinois Hospital Services, and  
Southern Illinois Medical Services, NFP**

Case No. 2023LA55

Circuit Court of Williamson County, Illinois

Your claim must be submitted online or postmarked by:

[Claims Deadline]

**PIXEL SETTLEMENT CLAIM FORM**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All patients of Defendants residing in the United States that signed into Defendants’ MyChart patient portal or scheduled appointments through Defendants’ MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals.”

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge’s family and staff; (2) Southern Illinois and its officers, directors, and related companies; (3) anyone who validly excludes themselves from the Settlement; and (4) attorneys for the parties.

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

**AVAILABLE BENEFITS**

Southern Illinois has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

**BENEFITS**

**Cy Ex Privacy Shield Pro.** All Class Members are eligible to enroll in one year of CyEx Privacy Shield Pro. Enrollment codes have been sent to all Class Members, and you will receive activation instructions after the Settlement has received final approval.

If you no longer have your enrollment code, please contact the Administrator.

CyEx Privacy Shield Pro is a comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

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

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]

***Doe v. Southern Illinois Healthcare Enterprises, Inc.,  
Southern Illinois Hospital Services, and  
Southern Illinois Medical Services, NFP***

Case No. 2023LA55

Circuit Court of Williamson County, Illinois

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**PIXEL SETTLEMENT CLAIM FORM**

**Cash Payment.** All Class Members may claim a one-time **\$17.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

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: Southern Illinois Pixel 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]

**Doe v. Southern Illinois Healthcare Enterprises, Inc.,  
Southern Illinois Hospital Services, and  
Southern Illinois Medical Services, NFP**

Case No. 2023LA55

Circuit Court of Williamson County, Illinois

Your claim must be submitted online or postmarked by:

[Claims Deadline]

**PIXEL SETTLEMENT 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. CYEX PRIVACY SHIELD PRO**

Enrollment codes were sent to all Settlement Class Members. You will receive activation instructions after the Settlement has received final approval. If you no longer have your enrollment code, please contact the Administrator.

**III. CASH PAYMENT**

Check this box if you want to claim a one-time **\$17.50** cash payment.

**IV. 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: \_\_\_\_\_

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]**

***Doe v. Southern Illinois Healthcare Enterprises, Inc.,  
Southern Illinois Hospital Services, and  
Southern Illinois Medical Services, NFP***

Case No. 2023LA55

Circuit Court of Williamson County, Illinois

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

**PIXEL SETTLEMENT CLAIM FORM**

**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.

**V. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form 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**

# Exhibit B

**TO:**            «Email Address»  
**FROM:**        “Southern Illinois Pixel Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:**     Southern Illinois Pixel Settlement – You are Eligible to File a Claim

---

**LEGAL NOTICE**

*Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and  
Southern Illinois Medical Services, NFP  
Case No. 2023LA55  
Circuit Court of Williamson County, Illinois*

**IF YOU USED SOUTHERN ILLINOIS HEALTHCARE ENTERPRISES, INC., SOUTHERN ILLINOIS HOSPITAL SERVICES, AND SOUTHERN ILLINOIS MEDICAL SERVICES, NFP’S MYCHART PATIENT PORTAL OR COMPLETED A HEALTH RISK ASSESSMENT BETWEEN NOVEMBER 2, 2020 AND JULY 6, 2023, 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.*

Dear «First» «Last»:

A Settlement has been reached with Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP (“Southern Illinois”) in a class action lawsuit about Southern Illinois' use of third-party tracking technologies, called “tracking pixels,” on its web pages. The plaintiff claims that using tracking pixels violated certain privacy laws.

Southern Illinois denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?** The Court has defined the class as: “All patients of Defendants residing in the United States that signed into Defendants’ MyChart patient portal or scheduled appointments through Defendants’ MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals.”

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

**What are the Settlement benefits?** You can claim one year of **CyEx Privacy Shield Pro**.

**YOUR ENROLLMENT CODE IS: «EnrollmentCode»**

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,** you can get a one-time **\$17.50** payment.

**How do I receive a benefit?** Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Southern Illinois 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 may file an objection by **[Objection Deadline]**. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

**When will the Court decide whether to 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 \$625,000.00, and \$3,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**User ID:** «User ID»

# Exhibit C

Southern Illinois Pixel Settlement  
c/o Settlement Administrator  
P.O. Box [Redacted]  
Santa Ana, CA 92799-9958

First-Class  
Mail  
US Postage  
Paid  
Permit # [Redacted]

***Doe v. Southern Illinois Healthcare  
Enterprises, Inc., Southern Illinois  
Hospital Services, and Southern Illinois  
Medical Services, MFP***  
Case No. 2023LA55

**IF YOU USED SOUTHERN ILLINOIS'  
MYCHART PATIENT PORTAL OR COMPLETED  
A HEALTH RISK ASSESSMENT BETWEEN  
NOVEMBER 2, 2020, AND JULY 6, 2023, 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.*

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»  
«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»



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

**Why am I receiving this notice?**

A Settlement has been reached with Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP ("Southern Illinois") in a class action lawsuit ("Settlement"). The case is about the use of third-party tracking pixels that violate privacy laws. Southern Illinois 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 patients of Defendants residing in the United States that signed into Defendants' MyChart patient portal or scheduled appointments through Defendants' MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals."

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

**What are the Settlement benefits?**

You can claim one year of CyEx Privacy Shield Pro.

**YOUR ENROLLMENT CODE IS: «EnrollmentCode»**

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,** you can get a one-time \$17.50 payment. Full details and instructions are available online.

**How do I receive a benefit?**

You may file your claims online or fill out the Claim Form below. Tear at 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 Southern Illinois 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 may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

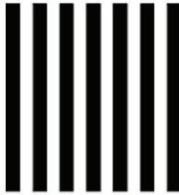
**When will the Court approve the Settlement?**

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 \$625,000, and \$3,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE

Southern Illinois Pixel Settlement  
c/o Settlement Administrator  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799-9958



**Southern Illinois Pixel Settlement**

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **Claims Deadline**.  
Only one Claim Form per Class Member.

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

Login ID: «LoginID»  
PIN: «PIN»

**INSTRUCTIONS:** Use this card to submit your claim for the \$17.50 Cash Payment.

To file claims online, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to claim a one-time \$17.50 Cash Payment.

How would you like to be paid:

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

For digital payment options, please **PRINT** your email address **LEGIBLY** on the line below and doublecheck that it is correct: \_\_\_\_\_

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

# Exhibit D

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Doe v. Southern Illinois Healthcare Enterprises, Inc.,  
Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*  
Case No. 2023LA55  
Circuit Court of Williamson County, Illinois

**IF YOU USED SOUTHERN ILLINOIS HEALTHCARE ENTERPRISES, INC., SOUTHERN ILLINOIS HOSPITAL SERVICES, AND SOUTHERN ILLINOIS MEDICAL SERVICES, NFP'S MYCHART PATIENT PORTAL OR COMPLETED A HEALTH RISK ASSESSMENT BETWEEN NOVEMBER 2, 2020 AND JULY 6, 2023, 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 Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP (“Southern Illinois” or “Defendants”) in a class action lawsuit. This lawsuit concerned Southern Illinois' use of third-party tracking technologies, called “tracking pixels,” on its web pages. The plaintiff claims that using tracking pixels violated certain privacy laws.
- The lawsuit is called *Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*, Case No. 2023LA55. It is pending in the Circuit Court of Williamson County, Illinois (the “Litigation”).
- Southern Illinois 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 and risks, disruptions, and uncertainties of continuing the Litigation.
- Southern Illinois' records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Southern Illinois.
- 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                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>SUBMIT A CLAIM</b>                                       | <p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. 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.</p> | <u>          </u> , 2026 |
| <b>OPT OUT OF THE SETTLEMENT</b>                            | 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 Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                                                                                                                                                  | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | 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 |
| <b>DO NOTHING</b>                                           | 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

BASIC INFORMATION .....3

WHO IS IN THE SETTLEMENT .....4

THE SETTLEMENT BENEFITS .....4

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....5

THE LAWYERS REPRESENTING YOU .....5

EXCLUDING YOURSELF FROM THE SETTLEMENT .....6

COMMENTING ON OR OBJECTING TO THE SETTLEMENT .....7

THE COURT’S FINAL APPROVAL HEARING .....8

IF I DO NOTHING .....9

GETTING MORE INFORMATION .....9

### Basic Information

#### 1. Why was this Notice issued?

The Circuit Court of Williamson County, Illinois, 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 *Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*, Case No. 2023LA55. It is pending in the Circuit Court of Williamson County, Illinois. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the companies they sued, Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP, are called the “Defendants.”

#### 2. What is this lawsuit about?

This lawsuit alleges that Southern Illinois used third-party tracking technologies, called “tracking pixels,” on its website in a way that violates certain privacy laws.

#### 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 Representative is John Doe. Everyone included in this Action are the Class Members.

#### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendants 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 Plaintiff 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 this way: “All patients of Defendants residing in the United States that signed into Defendants’ MyChart patient portal or scheduled appointments through Defendants’ MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals.”

### 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; (2) Southern Illinois and its officers, directors, and related companies; (3) anyone who validly excludes themselves from the Settlement; and (4) attorneys for the parties.

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: Southern Illinois Pixel 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?

Southern Illinois has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

#### **BENEFITS**

**Cy Ex Privacy Shield Pro.** All Class Members are eligible to enroll in one year of CyEx Privacy Shield Pro. Enrollment codes have been sent to all Class Members, and you will receive activation instructions after the Settlement has received final approval.

If you no longer have your enrollment code, please contact the Administrator.

CyEx Privacy Shield Pro is a comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

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

**Cash Payment.** All Class Members may claim a one-time **\$17.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

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](tel:1-XXX-XXX-XXXX)
- By mail: Southern Illinois Pixel 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 Southern Illinois about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 3) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://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:

Southern Illinois Pixel 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, [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), by email [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 by U.S. mail, the completed and signed Claim Form 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 CohenMalad LLP; Stranch, Jennings & Garvey PLLC; and Strauss Borrelli, PLLC, to represent you and other Class Members (“Class Counsel”).

### 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 \$625,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Southern Illinois.

Class Counsel will also ask for a Service Award Payment of \$3,500.00 for the Class Representative. The Service Award Payment will also be paid by Southern Illinois.

## 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 Southern Illinois 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: *Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*, Case No. 2023LA55, pending in the Circuit Court of Williamson County, Illinois;
- (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 only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Southern Illinois Pixel 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 like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can 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: *Doe v. Southern Illinois Healthcare Enterprises, Inc., Southern Illinois Hospital Services, and Southern Illinois Medical Services, NFP*, Case No. 2023LA55, pending in the Circuit Court of Williamson County, Illinois;
- (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;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (6) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases.

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 counsel for Defendants.

| Clerk of the Court                    | Settlement Administrator                                                                              |
|---------------------------------------|-------------------------------------------------------------------------------------------------------|
| Clerk of the Court<br>[Court Address] | Southern Illinois Pixel Settlement<br>ATTN: Objections<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

| Class Counsel                                                                                                                                            | Counsel for Defendants                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Lynn A. Toops<br><b>CohenMalad, LLP</b><br>One Indiana Square, Suite 1400<br>Indianapolis, IN 46204                                                      | Erin Bolan Hines<br>Melissa A. Siebert<br><b>Cozen O'Connor</b><br>123 N. Wacker Drive, 18th Floor<br>Chicago, IL 60606 |
| J. Gerard Stranch, IV<br><b>Stranch, Jennings &amp; Garvey, PLLC</b><br>The Freedom Center<br>223 Rosa L. Parks Avenue, Suite 200<br>Nashville, TN 37203 | Joseph Okron<br><b>Cozen O'Connor</b><br>707 17th Street, Suite 3100<br>Denver, CO 80202                                |
| Samuel J. Strauss<br>Raina Borrelli<br><b>Strauss Borrelli, PLLC</b><br>One Magnificent Mile<br>980 N Michigan Avenue, Suite 1610<br>Chicago, IL 60611   |                                                                                                                         |

**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 Circuit Court of Williamson County, Illinois, 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 a Service Award Payment to the Class Representative. 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: Southern Illinois Pixel Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

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

## Certificate Of Completion

Envelope Id: 48D8F5A4-73CC-46C8-A64D-DDABBF912A0

Status: Sent

Subject: Southern Illinois Settlement Package - Signing

Source Envelope:

Document Pages: 56

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Lynnette Ungrund

AutoNav: Enabled

One Liberty Place, 1650 Market Street, Suite 2800

Envelopeld Stamping: Enabled

Philadelphia, PA 19103

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

LUngrund@cozen.com

IP Address: 38.32.94.41

## Record Tracking

Status: Original

Holder: Lynnette Ungrund

Location: DocuSign

2/17/2026 11:36:23 AM

LUngrund@cozen.com

## Signer Events

### Signature

### Timestamp

Erin Bolan Hines

Sent: 2/17/2026 11:48:29 AM

EBolanHines@cozen.com

Member

Cozen O'Connor

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

John Daly

Signed by:

*John Daly*  
B7D7177F467F477...

Sent: 2/17/2026 11:48:29 AM

john.daly@sih.net

Viewed: 2/17/2026 11:50:42 AM

VP/General Counsel

Signed: 2/17/2026 11:50:57 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 199.103.96.140

### Electronic Record and Signature Disclosure:

Accepted: 2/17/2026 11:50:42 AM

ID: 37f33888-83aa-477d-8111-888e72d1457e

John Doe Plaintiff

Sent: 2/17/2026 11:48:28 AM

MGonzalez@cohenmalad.com

Viewed: 2/17/2026 11:49:30 AM

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/17/2026 11:49:30 AM

ID: 2edd9f96-b57d-4290-84e8-ed3ba25a1d58

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 2/17/2026 11:48:30 AM |
| Certified Delivered | Security Checked | 2/17/2026 11:49:30 AM |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| <b>Electronic Record and Signature Disclosure</b> |
|---------------------------------------------------|
|---------------------------------------------------|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cozen O'Connor (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cozen O'Connor:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise Cozen O'Connor of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [SLSO@cozen.com](mailto:SLSO@cozen.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Cozen O'Connor**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [SLSO@cozen.com](mailto:SLSO@cozen.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cozen O'Connor**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [SLSO@cozen.com](mailto:SLSO@cozen.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cozen O'Connor as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cozen O'Connor during the course of your relationship with Cozen O'Connor.

|                         |                                                                 |
|-------------------------|-----------------------------------------------------------------|
| Title                   | Southern Illinois Healthcare   Settlement Agreement   Rodney... |
| File name               | Southern_Illinois...nt_Package_LT.pdf                           |
| Document ID             | fc89144a38b92c2a3f1bdb843c26648fe6a46a86                        |
| Audit trail date format | MM / DD / YYYY                                                  |
| Status                  | ● Signed                                                        |

**This document was requested from [embedded.hellosign.com](https://embedded.hellosign.com)**

### Document history



SENT

**02 / 19 / 2026**  
13:32:43 UTC-6

Sent for signature to Rodney Emery (rbemery4@gmail.com) by integrations@hellosign.com acting on behalf of esignature@straussborrelli.com  
IP: 107.143.240.234



VIEWED

**02 / 19 / 2026**  
13:33:01 UTC-6

Viewed by Rodney Emery (rbemery4@gmail.com)  
IP: 64.49.101.94



SIGNED

**02 / 19 / 2026**  
13:42:56 UTC-6

Signed by Rodney Emery (rbemery4@gmail.com)  
IP: 64.49.101.94



COMPLETED

**02 / 19 / 2026**  
13:42:56 UTC-6

The document has been completed.