

**IN THE SUPERIOR COURT OF DECATUR COUNTY  
STATE OF GEORGIA**

<p>DEBORAH SMITH, ASHLEY THORNTON, DEBRA HUTTO, MORGAN WADE, DES STRAUGHN, MARTY DUPREE, THOMAS MARCHANT, KELLY ROGERS, CHERYLON BROWN, SHEILA COLLINS, JONATHAN EVANS, TONY SHOUMON, and ELISHA CALLAN, individually, and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>THE HOSPITAL AUTHORITY OF THE CITY OF BAINBRIDGE AND DECATUR d/b/a MEMORIAL HOSPITAL &amp; MANOR,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 25-SV-00030</p>
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**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is an independent community hospital located in Bainbridge, Georgia.
2. In the course of offering and providing healthcare services, Defendant collects personal and sensitive information from its patients.

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

3. On November 2, 2024, Defendant became aware of a cybersecurity incident wherein a third party unlawfully accessed Defendant's computer systems and network and gained access to personal and sensitive information belonging to approximately 105,000 of Defendant's former and current patients. The impacted information included names, dates of birth, Social Security numbers, and protected health information.

4. On or about February 7, 2025, Defendant began sending notification letters to those individuals.

5. As a result, on February 10, 2025, Plaintiff Wade filed a putative class action against Defendant in the United States District Court for the Middle District of Georgia seeking damages on behalf of himself and a putative class of all similarly situated individuals.<sup>2</sup> Thereafter, nine other cases related to the Data Incident with similar claims and overlapping classes were filed in the district court and three were filed in this Court.<sup>3</sup>

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<sup>2</sup> *Morgan Wade v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-00021-LAG (U.S. District Court, Middle District of Georgia, Albany Division);

<sup>3</sup> *Des Straughn v. Memorial Hospital & Manor*, Case No. 1:25-CV-00023WLS (U.S. District Court, Middle District of Georgia, Albany Division); *Marty Dupree v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-0024-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Thomas Marchant v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-00026-LAG (U.S. District Court, Middle District of Georgia, Albany Division), refiled in Decatur County and pending under case no. 25CV0128; *Kelly Rogers v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-00025-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Cherrylon Brown v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-0027-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Sheila Collins v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-0030-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Jonathan Evans v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-00028-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Tony Shoumon v. Memorial Hospital and Manor Auxiliary, Inc.*, Case No. 1:25-CV-00029-LAG (U.S. District Court, Middle District of Georgia, Albany Division); *Debra Hutto v. Memorial Hospital and Manor Auxiliary, Inc. d/b/a Memorial Hospital & Manor*, Case No. 25CV00042 (Decatur County, Georgia Superior Court); *Deborah Smith v. Memorial Hospital and Manor Auxiliary, Inc.*, Cause No. 25SV00030 (Decatur County, Georgia State Court); *Ashley Thornton v. Memorial Hospital and Manor Auxiliary, Inc.*, Cause No. 25SV00031 (Decatur County, Georgia State Court); and *Elisha Callan v. Memorial Hospital and Manor Auxiliary, Inc.*, Cause No. 1:25-cv-00046-LAG (U.S. District Court, Middle District of Georgia, Albany Division).

6. The Parties then met and conferred and collectively determined that jurisdiction was proper in state court. Consequently, Plaintiffs with federal actions dismissed their respective cases and agreed to amend Plaintiff Smith's first-filed state complaint and litigate in this Action.

7. Shortly thereafter, in an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation for July 2, 2025.

8. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed. The Parties also exchanged detailed mediation statements.

9. On May 5, 2025, Plaintiff Smith amended her complaint to include Plaintiffs Thornton, Hutton, and Wade.

10. On September 5, 2025, Plaintiffs filed a Second Amended Class Action Complaint to include Plaintiffs Straughn, Dupree, Marchant, Rogers, Brown, Collins, Evans, Shoumon, and Callan.

11. On July 2, 2025, the Parties mediated with experienced class action mediator, Jill Sperber, Esq. After a full day of arms-length negotiations, the Parties agreed to the material terms of this Settlement.

12. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant

has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## **II. Definitions**

13. “**Action**” means the class action lawsuit entitled: *Deborah Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor*, Case No. 25SV00030, pending in Decatur County, Georgia.

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

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

16. “**Cash Payment**” means the cash compensation available to Settlement Class Members who submit a Valid Claim for either Cash Payment A, Cash Payment B, or Cash Payment C under Section IV herein.

17. “**Cash Payment A – Documented Losses**” means the cash compensation of up to \$5,000.00 that Settlement Class Members with documented losses may elect under the Settlement.

18. “**Cash Payment B – Lost Time**” means the cash compensation that Settlement Class Members who lost time as a result of the Data Incident (\$25.00 per hour for a maximum of four hours) may elect under the Settlement.

19. “**Cash Payment C - Alternate Cash**” means the alternate \$40.00 cash compensation that Settlement Class Members may elect under the Settlement.

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

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

22. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

23. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

24. “**Claim Process**” means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

25. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips & Grossman PLLC, Phil Krzeski of Chestnut Cambronne P.A., and Tyler Bean of Siri & Glimstad LLP.

26. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names, and current or last known addresses.

27. “**Class Representatives**” means the Plaintiffs the Court approves as representatives of the Settlement Class.

28. “**Complaint**” means the Amended Class Action Complaint filed by Plaintiffs in this Action on May 5, 2025.

29. “**Court**” means the State Court for Decatur County, Georgia, and the Judge(s) assigned to the Action.

30. “**Data Incident**” means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that Defendant discovered on or about November 2, 2024.

31. “**Defendant**” means The Hospital Authority of the City of Bainbridge and Decatur County, Georgia d/b/a Memorial Hospital and Manor, the defendant in the Action.

32. “**Defendant’s Counsel**” means John Babione of Constangy, Brooks, Smith, & Prophete LLP.

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

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

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

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

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

38. “**Medical Monitoring**” means the one year of the CyEx Medical Shield monitoring product that Settlement Class Members may elect as a Settlement Class Member Benefit.

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

40. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file

with the Court seeking Preliminary Approval of the Settlement.

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

42. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members, and will occur by 30 days after entry of the Preliminary Approval Order.

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

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

45. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

46. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

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

48. “**Plaintiffs**” means Deborah Smith, Ashley Thornton, Debra Hutto, Thomas Marchant, Kelly Rogers, Cherrylon Brown and Joyce Collins.

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

50. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs

when the Court enters the Preliminary Approval Order.

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

52. **“Private Information”** means names, dates of birth, Social Security numbers, and any other type of personally identifiable information or protected health information.

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

54. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

55. **“Released Parties”** means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, attorneys, partners, predecessors, successors, managers, administrators, executors, board of directors, and trustees.

56. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates,

administrators, assigns, trustees, and receivers.

57. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

58. “**Settlement Administrator**” means Simpluris, Inc. or Simpluris, the third-party notice and claims administrator jointly selected by the Parties.

59. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

60. “**Settlement Class**” means all living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

62. “**Settlement Class Member Benefits**” means the Cash Payment and Medical Monitoring that Settlement Class Members may elect in the Settlement.

63. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval,

Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

### **III. Certification of the Settlement Class**

65. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **IV. Settlement Consideration**

66. Defendant has agreed to pay Cash Payments and the cost of Medical Monitoring, all Settlement Administration Costs, any Court-approved attorneys' fees and costs up to \$500,000.00, and Service Awards for the Class Representatives of up to \$1,500.00 each.

67. Settlement Class Members must submit Valid Claims to the Settlement Administrator to receive Cash Payments or Medical Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

68. **Cash Payments** - When submitting a Claim for a Cash Payment, Settlement Class Members must elect either Cash Payment A – Documented Losses, Cash Payment B – Lost Time, or Cash Payment C- Alternate Cash. Settlement Class Members may only choose one type of Cash Payment.

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

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable

documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

**b. Cash Payment B – Lost Time**

Settlement Class Members who spent time remedying issues related to the Data Incident may receive reimbursement in the amount of \$25.00 per hour for up to four hours of time (for a total of \$100.00). Settlement Class Members must attest, subject to the penalties of perjury, as to the amount of time spent.

**c. Cash Payment C – Alternate Cash**

Settlement Class Members may elect to receive a cash payment in the amount of \$40.00, subject to the requirements in this Agreement for submitting a Valid Claim.

69. ***Medical Monitoring*** – In addition to a Cash Payment, all Settlement Class Members may elect to receive one year of CyEx’s Medical Shield which provides: monitoring of medical and healthcare data to determine whether medical information is at risk or has been exposed to medical fraud, real-time alerts of suspicious activity, a dedicated case manager to assist in the event of fraud, and \$1,000,000 in insurance to cover losses due to medical identity theft.

70. ***Settlement Administration Costs*** - Defendant shall pay all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate

agreement related to the payment of the Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for payment of the Settlement Administration Costs.

**V. Settlement Approval**

71. Within 10 day of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Class Counsel to represent the Settlement Class; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel, in-person or to be held virtually at Court's discretion.

72. Within 10 days of Preliminary Approval, Defendant shall pay the Settlement Administrator an amount necessary to fund the Settlement Administration Costs for the entire Settlement. Defendant and the Settlement Administrator shall jointly determine that amount.

**VI. Settlement Administrator**

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

Clause of the United States Constitution and the state of Georgia.

74. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

75. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and the cost of Medical Monitoring;
- k. Distributing Cash Payments to Settlement Class Members and Medical Monitoring codes to those who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class

Counsel and Defendant.

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

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

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

78. Settlement Class Members shall be sent a Postcard Notice that is double-sided with a prepaid tear-off Claim Form.

79. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

80. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

81. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the

last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

82. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

83. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class

members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

84. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

85. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within

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

- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

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

#### **VIII. Claim Form Process and Disbursement of Cash Payments**

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

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

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

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

90. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and

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

91. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement

Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 20 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

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

96. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 10 days of the Effective Date. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within 30 days of the invoice.

97. No later than 55 days after the Effective Date, the Settlement Administrator shall distribute Cash Payments and Medical Monitoring codes.

98. Medical Monitoring codes will be emailed to Settlement Class Members who submitted Valid Claims. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members

will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

#### **IX. Final Approval Order and Final Judgment**

99. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

other things:

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

**X. Service Awards, Attorneys' Fees, and Costs**

101. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Cash Payment or Medical Monitoring that Plaintiffs may claim in this Settlement. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within 5 days of the Effective Date.

102. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$500,000.00. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs by wire transfer to an account designated by Class Counsel

within 5 days of the Effective Date.

103. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

#### **XI. Releases**

104. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is

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

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

106. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

108. If any of the conditions specified in the preceding paragraph are not met, or if the

Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

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

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

#### **XIV. No Admission of Liability**

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

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

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

115. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

#### **XV. Miscellaneous Provisions**

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

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

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

120. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

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

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

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

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

shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

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

Phil J. Krzeski  
**Chestnut Cambronne P.A.**  
100 Washington Avenue S., Ste. 1700  
Minneapolis, MN 55401  
pkrzeski@chestnutcambronne.com

Gary Klinger  
**Milberg Coleman Bryson  
Phillips & Grossman PLLC**  
227 West Monroe St., Ste. 2100  
Chicago, IL 60606  
gklinger@milberg.com

Tyler Bean  
**Siri & Glimstad LLP**  
745 Fifth Avenue, Ste. 500  
New York, NY 10151  
tbean@sirillp.com

If to Defendant or Defendant's Counsel:

John Babione  
**Constangy, Brooks, Smith & Prophete LLP**  
201 N. Illinois Street, 16<sup>th</sup> Floor-South Tower  
Indianapolis, IN 46204  
jbabione@constangy.com

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

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

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

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

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

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

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

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

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)

  
Jeffrey Ostrow (Sep 23, 2025 17:12:21 EDT)

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**JEFF OSTROW**  
KOPELOWITZ OSTROW P.A.

  
Gary Klinger (Sep 23, 2025 17:11:45 EDT)

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**GARY KLINGER**  
MILBERG COLEMAN BRYSON  
PHILLIPS & GROSSMAN, PLLC

  
Phil Krzeski (Sep 23, 2025 17:23:48 CDT)

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**PHIL KRZESKI**  
CHESTNUT CAMBRONNE P.A.



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**TYLER BEAN**  
SIRI & GLIMSTAD LLP

**PLAINTIFFS**

  
Deborah Smith (Sep 24, 2025 10:25:34 EDT)

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**DEBORAH SMITH**  
Plaintiff

  
Ashley Thornton (Sep 24, 2025 07:37:46 EDT)

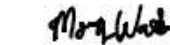
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**ASHLEY THORNTON**  
Plaintiff

  
Debra Hutto (Sep 24, 2025 15:10:26 CDT)

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**DEBRA HUTTO**  
Plaintiff



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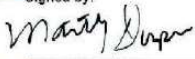
**MORGAN WADE**  
Plaintiff

  
Des Straughn (Sep 25, 2025 16:03:20 EDT)

---

**DES STRAUGHN**  
Plaintiff

Signed by:



9/26/2025

**MARTY DUPREE**

Plaintiff



Thomas Marchant (Sep 24, 2025 08:21:18 EDT)

**THOMAS MARCHANT**

Plaintiff



Kelly Rogers (Sep 26, 2025 11:10:23 EDT)

**KELLY ROGERS**

Plaintiff



**CHERRYLON BROWN**

Plaintiff



**SHEILA COLLINS**

Plaintiff

Signed by:



9/28/2025

**JONATHAN EVANS**

Plaintiff

Signed by:



9/26/2025

**TONY SHOUMON**

Plaintiff



Elisa Callan (Sep 26, 2025 10:30:40 CDT)

**ELISA CALLAN**

Plaintiff

**THE HOSPITAL AUTHORITY OF THE  
CITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA  
d/b/a MEMORIAL HOSPITAL & MANOR**

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

---

**MARTY DUPREE**

Plaintiff

---

**THOMAS MARCHANT**

Plaintiff

---

**KELLY ROGERS**

Plaintiff

---

**CHERRYLON BROWN**

Plaintiff

---

**JOYCE COLLINS**

Plaintiffs

---

**JONATHAN EVANS**

Plaintiff

---

**TONY SHOUMON**

Plaintiff

---

**ELISA CALLAN**

Plaintiff


**THE HOSPITAL AUTHORITY OF THE  
CITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA  
d/b/a MEMORIAL HOSPITAL & MANOR**

By: 

Its

Glennie C. Bench  
Chairperson

**COUNSEL FOR THE HOSPITAL AUTHORITY OF THE  
CITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA  
d/b/a MEMORIAL HOSPITAL  
& MANOR**

  
\_\_\_\_\_  
**JOHN BABIONE** 10/7/2025  
CONSTANGY, BROOKS, SMITH &  
PROPHETE LLP

**AMENDMENT EXECUTED BY COUNSEL**

The Parties executed an amended to the settlement agreement clarifying Paragraph 23 as follows:

**“Claim Form Deadline”** shall be the earlier of 15 days before the initial scheduled Final Approval Hearing or 90 days after the Court grants the Preliminary Approval Order and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

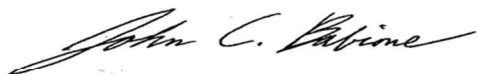
Date: October 7, 2025

*/s/ Phil Krzeski*

**PHIL KRZESKI**

CHESTNUT CAMBRONNE P.A.

*Counsel for Plaintiffs*



**JOHN BABIONE**

CONSTANGY, BROOKS, SMITH &  
PROPHETE LLP

*Counsel for Defendant*

THE HOSPITAL AUTHORITY OF THE  
CITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA  
d/b/a MEMORIAL HOSPITAL & MANOR

**EXHIBIT 1**  
**(POSTCARD NOTICE)**

MHM Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

**Smith, et al. v. The Hospital Authority of the City  
of Bainbridge and Decatur County d/b/a  
Memorial Hospital and Manor**  
Case No. 25SV00030

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE NOVEMBER 2024  
MEMORIAL HOSPITAL AND MANOR  
DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS, AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

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



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

## «Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

#### Why am I receiving this notice?

A Settlement has been reached with The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor (“MHM”) in a class action lawsuit. The case is about the November 2024 cyberattack on MHM's computers (the “Data Incident”). Files containing private information were accessed. MHM 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 living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident.” The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Class.

#### What are the Settlement benefits?

MHM has agreed to provide one year of **Medical Data Monitoring** services and one of the following **Cash Payment** options: (1) if you have documented losses you can get back up to **\$5,000** for out-of-pocket expenses and/or fraud or identity theft losses. (2) If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to 4 hours (up to **\$100**). (3) Instead of the other cash options, you can claim a

one-time **\$40** cash payment. Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

#### How do I receive a benefit?

To enroll in Medical Data Monitoring and/or claim the one-time \$40 payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit any other claim, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or 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 MHM 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

#### When will the Court approve the Settlement?

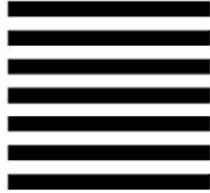
The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$500,000, and \$1,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



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

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



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



MHMData Incident Settlement

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

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

Login ID: «LoginID»  
PIN: «PIN»

*Only one Claim Form per Class Member.*

INSTRUCTIONS: Use this card to submit your claim for Medical Data Monitoring and the Alternate Cash Payment. To claim a Cash Payment for Documented Losses or Lost Time, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call 1-XXX-XXX-XXXX to request a paper Claim Form.

☐

Check this box to enroll in one year of Medical Data Monitoring services.

☐

Check this box to claim a one-time \$40.00 Alternate 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:

\_\_\_\_\_

I am the person listed on this card and I select the benefits marked above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

**EXHIBIT 2**  
**(LONG FORM NOTICE)**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County  
d/b/a Memorial Hospital and Manor*

Case No. 25SV00030

State Court of Decatur County, Georgia

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE  
NOVEMBER 2024 MEMORIAL HOSPITAL AND MANOR DATA INCIDENT  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with The Hospital Authority of the City of Bainbridge and Decatur County, Georgia d/b/a Memorial Hospital and Manor (“MHM” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on MHM’s computer systems that occurred in November 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; and protected health information.
- The lawsuit is called *Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor*, Case No. 25SV00030. It is pending in the State Court of Decatur County, Georgia (the “Litigation”).
- MHM 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.
- MHM’s records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from MHM.
- 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 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>	_____, 2025
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2025
<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.	_____, 2025
<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 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 .....	6
THE LAWYERS REPRESENTING YOU .....	6
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING .....	9
IF I DO NOTHING .....	9
GETTING MORE INFORMATION .....	9

## Basic Information

### 1. Why was this Notice issued?

The State Court of Decatur County, Georgia, 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 *Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor*, Case No. 25SV00030. It is pending in the State Court of Decatur County, Georgia. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Memorial Hospital and Manor, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the November 2024, targeted cyberattack on MHM's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; and protected health information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Deborah Smith; Ashley Thornton; Debra Hutto; and Morgan Wade. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

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

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) MHM and its officers and directors; (3) government entities; and (4) anyone who validly excludes themselves from the Settlement.

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

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

## The Settlement Benefits

### 7. What does the Settlement provide?

MHM has agree to provide **Medical Data Monitoring** and **one** of three **Cash Payments** to every Class Member who files a valid claim. These benefits are explained below, and complete information is available in the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in one year of **CyEx Medical Shield Pro**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

**CASH PAYMENTS.** All Class Members may claim one of the following **Cash Payments**:

**Option A – Documented Losses Cash Payment.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between November 2, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Option B – Cash Payment for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

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

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

**Option C – Alternate Cash Payment.** Instead of the benefits in Option A or B, you may claim a one-time **\$40.00** 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: MHM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against MHM about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) 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:

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 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, including supporting documentation, must be postmarked no later than [Claims Deadline].

### **11. When will the Settlement benefits be issued?**

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

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

## **The Lawyers Representing You**

### **12. Do I have a lawyer in the case?**

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Gary Klinger of Milberg Coleman Bryson Phillips & Grossman PLLC; Phil Krzeski of Chestnut Cambronne P.A.; and Tyler Bean of Siri & Glimstad LLP, 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 \$500,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by MHM.

Class Counsel will also ask for Service Award payments of \$1,500.00 for each of the Class Representatives. Service Award payments will also be paid by MHM.

## 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 MHM 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: *Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor*, Case No. 25SV00030, pending in the State Court of Decatur County, Georgia;
- (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:

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

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

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I 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: *Smith, et al. v. The Hospital Authority of the City of Bainbridge and Decatur County d/b/a Memorial Hospital and Manor*, Case No. 25SV00030, pending in the State Court of Decatur County, Georgia;
- (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 at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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 [Court Address]	MHM Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b> 1 West Las Olas Boulevard Suite 500 Fort Lauderdale, FL 33301	John Babione <b>Constangy, Brooks, Smith &amp; Prophete LLP</b> Attn: Mailroom 230 Peachtree Street, N.W. Suite 2400 Atlanta, GA 30303-1557

## 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] Eastern Time**, in Room [Court Room] of the State Court of Decatur County, Georgia, at [Court Address] or virtually, at Court's discretion.

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

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

The date, time and location of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://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: MHM Data Incident 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.**

**EXHIBIT 3**  
**(CLAIM FORM)**

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

***Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor***

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident.”

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge’s family and staff; (2) MHM officers and directors; (3) government entities; and (4) anyone who validly excludes themselves from the Settlement.

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

**AVAILABLE BENEFITS**

Memorial Hospital and Manor (“MHM”) has agreed to provide **Medical Data Monitoring** and one of three **Cash Payments** to every Class Member who files a valid claim. These benefits are explained below, and complete information is available in the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in one year of **CyEx Medical Shield Pro**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

**CASH PAYMENTS.** All Class Members may claim one of the following **Cash Payments**:

**Option A – Documented Losses Cash Payment.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between November 2, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud

**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]

***Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor***

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Option B – Cash Payment for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

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

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

**Option C – Alternate Cash Payment.** Instead of the benefits in Option A or B, you may claim a one-time **\$40.00** 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: MHM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

MHM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]

**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]

***Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor***

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

Santa Ana, CA 92799-9958

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

You must submit online, mail, or email your Claim Form by **[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]

**Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor**

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

**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. MEDICAL DATA MONITORING SERVICES**

☐ Check this box if you would like to enroll in one year of Medical Data Monitoring.

**III. CASH PAYMENT OPTION A – CASH PAYMENT FOR DOCUMENTED LOSSES**

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

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

<b>Description of Documentation Provided</b>	<b>Amount</b>
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
<b>TOTAL CLAIMED:</b>	

**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]

***Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor***

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

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

**If you are claiming this cash payment option, skip Sections IV and V, and continue to Section VI.**

**IV. CASH PAYMENT OPTION B – CASH PAYMENT FOR LOST TIME**

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

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

Brief description of the problems and each action you took:

\_\_\_\_\_  
\_\_\_\_\_.

**If you are claiming this cash payment option, skip Sections III and V, and continue to Section VI.**

**V. CASH PAYMENT OPTION C – ALTERNATE CASH PAYMENT**

☐ Check this box if you want to claim a one-time \$40.00 cash payment.

**If you are claiming this cash payment option, skip Sections III and IV, and continue to Section VI.**

**VI. 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 I.: \_\_\_\_\_

☐ **Venmo**  
Mobile number, if different than you provided in Section I.: \_\_\_\_\_

☐ **Zelle**  
Email address or mobile number, if different than you provided in Section I.: \_\_\_\_\_

**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]**

***Smith, et al. v. The Hospital Authority of the City of Bainbridge and  
Decatur County d/b/a Memorial Hospital and Manor***

Case No. 25SV00030  
State Court of Decatur County, Georgia

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

☐ **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.

**VII. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

**EXHIBIT 4**  
**(PRELIMINARY APPROVAL ORDER)**

**IN THE STATE COURT OF DECATUR COUNTY  
STATE OF GEORGIA**

<p>DEBORAH SMITH, ASHLEY THORNTON, DEBRA HUTTO, MORGAN WADE, DES STRAUGHN, MARTY DUPREE, THOMAS MARCHANT, KELLY ROGERS, CHERRYLON BROWN, SHEILA COLLINS, JONATHAN EVANS, TONY SHOUMON, and ELISHA CALLAN, individually, and on behalf of all others similarly situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p>v.</p> <p>THE HOSPITAL AUTHORITY OF THE CITY OF BAINBRIDGE AND DECATUR d/b/a MEMORIAL HOSPITAL &amp; MANOR,</p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 25-SV-00030</p> <p><b>[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT</b></p>
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This matter came before the Court on *Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement Agreement*. Plaintiffs Deborah Smith, Ashley Thornton, Debra Hutto, Morgan Wade, Des Straughn, Marty Dupree, Thomas Marchant, Kelly Rogers, Cherrylon Brown, Sheila Collins, Jonathan Evans, Tony Shoumon, and Elisha Callan (“Plaintiffs” or “Class Representatives”), individually and on behalf of the proposed Settlement Class, and Defendant The Hospital Authority of the City of Bainbridge and Decatur d/b/a Memorial Hospital & Manor have entered into a Settlement Agreement that settles the above-captioned Action.

On November 2, 2024, criminals gained access to Defendant’s network and servers which contained certain sensitive patient information, including their personally identifiable information and protected health information (“Private Information”).

Plaintiffs are the named plaintiffs in the Action against Defendant arising from the Data

Incident: *Smith v. The Hospital Authority of the City of Bainbridge and Decatur d/b/a Memorial Hospital & Manor*, No. 25-SV-00030. The Action purports to represent a Settlement Class consisting of all living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident..

Class Representatives and Defendant agreed that an early mediation of the Action was warranted. On July 2, 2025, the parties engaged Jill R. Sperber, Esq. of Judicate West ADR as a mediator to oversee settlement negotiations. Following additional arm's length negotiations, the Settlement Agreement was finalized.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement* is granted as set forth herein.<sup>1</sup>

**1. Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Georgia Code Section 9-11-23, the Court provisionally certifies a Settlement Class in this matter defined as follows “all living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident.”

The Settlement Class includes approximately 105,170 individuals and specifically excludes: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

Pursuant to O.C.G.A. 9-11-23(a), the Court provisionally finds, for settlement purposes

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (iv) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class.

Pursuant to O.C.G.A. 9-11-23(b), the Court finds, for settlement purposes only, that (i) the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class and would establish incompatible standards of conduct for Defendant; and (ii) questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

## **2. Class Representatives and Class Counsel.**

Deborah Smith, Ashley Thornton, Debra Hutto, Morgan Wade, Des Straughn, Marty Dupree, Thomas Marchant, Kelly Rogers, Cherrylon Brown, Sheila Collins, Jonathan Evans, Tony Shoumon, and Elisha Callan are hereby provisionally designated and appointed as the Class Representatives. Pursuant to O.C.G.A. 9-11-23(a)(4), the Court provisionally finds that the Class Representatives will fairly and adequately protect the interests of the Settlement Class. The Court also provisionally finds for purpose of settlement that the Class Representatives are similarly situated to absent Settlement Class Members and are therefore typical of the Class.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Class Counsel: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips & Grossman PLLC, Phil Krzeski of Chestnut Cambronne P.A., and Tyler Bean of Siri & Glimstad LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Decatur County, Georgia, and Defendant conducts substantial business throughout Decatur County, Georgia.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on January \_\_\_\_\_, 2026, at \_\_\_\_:\_\_\_\_AM/PM , in the State Court of Decatur County, State of Georgia, 112 West Water Street, Bainbridge, Georgia 39818, *or via remote/virtual hearing at the Court's discretion*, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11-23; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11-23(e); (c) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the motion of Class Representatives for a Service Award should be

approved. Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards shall be filed contemporaneously with Plaintiffs' Motion for Final Approval with the Court at least **fifteen (15) days prior to the Opt-Out and Objection Deadlines.**

6. **Administration.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Postcard Notice, and Long Form Notice attached to the Settlement Agreement as Exhibits 1,2, and 3, satisfy the requirements of O.C.G.A. § 9-11-23(c)(2) and (e), provide the best Notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **45 days from the date of the initial date set for the Final Approval Hearing**, the Settlement Administrator shall complete the Notice Program in the manner set forth in Section 4 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members

of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including O.C.G.A. 9-11-23(c)(2) and (e), and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **thirty (30) days before the initial scheduled Final Approval Hearing** (the “Opt-Out Deadline”). A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a

Valid Claim.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Approval is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement – who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

**10. Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement and Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards. To do so, the objection must, as specified in the Notice, be filed with the Court by the Objection Deadline, and mailed first-class postage prepaid to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, postmarked by no later than the Objection Date. For an objection to be considered by the Court, the objection must include all of the information set forth in paragraph 77 of the Settlement Agreement, which is as follows:

- (a) the objector's full name, address, telephone number, and e-mail address (if any);
- (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

- (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (d) the identity of all counsel representing the objector the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (h) a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

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

Any Settlement Class Member who fails to comply with the provisions of Paragraph 77 of the Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Approval is entered.

If Final Approval is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, or the attorneys' fees and Service Awards.

**11. Claims Process and Distribution and Allocation Plan.** The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration and for providing credit monitoring services and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Approval is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified

in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order.

**12. Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

**13. Use of Order.** This Order shall be of no force or effect if Final Approval is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

**14. Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

**15. Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement

Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

**16. Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Completion Deadline:** 45 days before the initial date set for the Final Approval Hearing

**Opt-Out Deadline:** 30 days before the initial scheduled Final Approval Hearing

**Objection Deadline:** 30 days before the initial scheduled Final Approval Hearing

**Application for Attorneys' Fees, Costs, and Service Awards and Motion for Final Approval:** 45 days before the initial date set for the Final Approval Hearing

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.