

STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
SOUTHERN DISTRICT

SUPERIOR COURT
226-2025-CV-00138

Theresa Fiorillo and Charlene Areche

v.

St. Joseph Hospital Corporate Services, Inc.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs Theresa Fiorillo, Charlene Areche and Julie Hayden (“Plaintiffs”) and Defendant St. Joseph Hospital of Nashua, N.H.’s (“Defendant” or “St. Joseph”), individually and on behalf of the Settlement Class (as defined below), by and through their respective counsel. Plaintiffs and Defendant are collectively referenced herein as the “Parties.”

I. Recitals

1. St. Joseph is a New Hampshire healthcare corporation with its principal place of business at 172 Kinsley Street, Nashua, NH 03060.

2. On March 11, 2025, Plaintiffs Fiorillo and Areche¹ filed a putative class action complaint (“Complaint”) in the Superior Court, Hillsborough County, New Hampshire (the “Court”) captioned *Fiorillo, et al. v. St. Joseph Hospital Corporate Services, Inc.*, Case No. 226-2025-CV-138 (“Litigation”). Plaintiffs claim that Defendant intentionally exposed Plaintiffs and Settlement Class Members’ (as defined below) confidential personally identifiable information

¹ Plaintiff Julie Hayden retained counsel after the initial Complaint was filed. Plaintiffs will file an amended pleading to add Plaintiff Hayden and also to correct an inaccuracy in Defendant’s corporate entity (originally named as St. Joseph Hospital Corporate Services, Inc.).

and protected health information to third Parties, specifically Microsoft, through the use of the tracking technologies on Defendant's website. Specifically, Plaintiffs alleged that unbeknownst to website users, Defendant knowingly implemented Microsoft's tracking technologies throughout Defendant's website. Plaintiffs also alleged that when website visitors research medical conditions, search for specialists, request appointments, register for support groups, or attempt to access their patient portal, Defendant purportedly allows Microsoft to capture this information along with unique identifiers that can connect these activities to specific individuals. Plaintiffs averred that Microsoft then purportedly utilizes the intercepted data to enhance its advertising technology and potentially target individuals with marketing based on their sensitive health information and website interactions. Plaintiffs allege that this tracking occurs without appropriate notice to visitors and without obtaining their informed consent. Plaintiffs contended that this allegedly unauthorized data collection and disclosure breaches patients' reasonable expectations of privacy regarding their protected health information and purportedly violates both federal guidelines and New Hampshire state law, including (1) The New Hampshire Wiretapping and Eavesdropping Statute (RSA 570-A), which prohibits the interception of private communications without consent; (2) common law protections against invasion of privacy through intrusion upon seclusion; and (3) unjust enrichment..

3. On October 22, 2025, and with the assistance of the Honorable Diane Welsh (Ret.) the Parties reached a class-wide settlement in principle to resolve the Litigation.

4. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, denies all material allegations of the Complaint, and denies that it is legally responsible to Plaintiffs or any member of the Settlement Class for any of the claims asserted in the Litigation.

5. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have thoroughly studied the legal principles applicable to the claims and defenses asserted, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

6. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Complaint on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.

7. Plaintiffs and Class Counsel, on behalf of the Settlement Class (as defined below), have concluded—based upon their pre-suit investigation, settlement communications, and informal disclosures for settlement purposes, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement—that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement reflected in this Settlement Agreement confers substantial benefits upon the Settlement Class.

8. The Settlement Agreement allocates the Settlement funds as follows:

- a. A \$50 cash payment to all Class Members submitting valid Claim Forms;
- b. The Settlement Administrator's Notice and Settlement Administration Costs;
- c. Settlement Class Representative Service Award and Class Counsel's Attorneys' Fees and Expenses Award.

9. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing

whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

10. The Parties deem this Settlement to be fair and reasonable and have arrived at this Settlement in arms-length negotiations with the assistance of an experienced mediator taking all relevant factors, present or potential, into account.

11. The Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, and that could have been asserted, based upon the facts alleged and at issue in the Complaint, against Defendants and the Released Persons, by and on behalf of Plaintiffs and Settlement Class Members (as defined herein).

12. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that, subject to the approval of the Court, the Litigation and all matters and claims arising out of or related to the allegations or subject matter of the Complaint and the Litigation shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. Definitions

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

- a. **“Agreement”** or **“Settlement Agreement”** means this settlement agreement, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the settlement of the Litigation and which are subject to approval by the Court.
- b. **“Attorneys’ Fees and Expenses Award”** means the amount awarded by the Court to be paid to Class Counsel, such amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request made by any other attorneys) for payment of reasonable attorneys’ fees and Litigation Expenses incurred in respect of the Litigation.

- c. “**Claim Form**” means the claim form that will be sent to Settlement Class Members whereby they may request to receive a cash payment under the Settlement, substantially in the form attached hereto as **Exhibit A**.
- d. “**Claim Deadline**” is the date by which Settlement Class Members must submit a valid Claim Form to receive a cash payment under the Settlement. The Claim Deadline is sixty (60) Days after the Notice Date.
- e. “**Class Counsel**” shall mean Katrina Carroll and Kyle Shamberg of Carroll Shamberg LLC.
- f. “**Class Notice**” means notice of this Settlement, which shall include the Long-Form Notice and Short-Form Notice, substantially in the form attached hereto as **Exhibits B and C**, respectively.
- g. “**Court**” means the Superior Court, Hillsborough County, New Hampshire presiding in the matter *Fiorillo et al. v. St. Joseph Hospital Corporate Services, Inc.*, Case No. 226-2025-CV-138.
- h. “**Day(s)**” means calendar days but does not include the day of the act, event, or default from which the designated time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal or New Hampshire legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or New Hampshire legal holiday.
- i. “**Defendant’s Counsel**” shall mean John Delionado, Jason Beach, and Thomas Schulte of Hunton Andrews Kurth LLP, as well as Adam B. Pignatelli and Michael A. Pignatelli of Rath, Young & Pignatelli, PC.
- j. “**Effective Date**” means the date defined in Section XVI of this Settlement Agreement.
- k. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.
- l. “**Final**” with respect to a judgment or order means that the following have occurred: (i) the expiration of all deadlines to notice any appeal; or (ii) if there is an appeal or appeals, the completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).

- m. **“Final Approval Hearing”** means the hearing at which the Court will determine whether the Settlement should be given final approval and whether any Attorneys’ Fees and Expenses Award and Settlement Class Representative Service Awards should be approved.
- n. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing which, among other things, finally approves the Settlement, certifies the Settlement Class, dismisses the Litigation with prejudice, and otherwise satisfies the settlement-related provisions of New Hampshire Superior Court Rule 16 in all respects. **“Long-Form Notice”** means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.
- o. **“Notice and Settlement Administration Costs”** means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, processing claims, and otherwise administering the Settlement.
- p. **“Notice Date”** means the date, forty-five (45) Days from the entry of the Preliminary Approval Order, by which the Settlement Administrator shall deliver notice to all Settlement Class Members for whom Defendant has valid email and/or mailing addresses.
- q. **“Notice Program”** means the notice program described in Section VII.
- r. **“Objection Deadline”** shall have the meaning set forth in Section VIII or as otherwise ordered by the Court.
- s. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period, and (iii) as to which there is not a successful challenge to the Request for Exclusion.
- t. **“Opt-Out Date”** means the date by which Settlement Class Members must mail or submit online via the Settlement Website their Request for Exclusion in order to be excluded from the Settlement Class. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be forty-five (45) Days after the Notice Date.
- u. **“Opt-Out Period”** means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.
- v. **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity,

and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

- w. “**Short-Form Notice**” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form attached as **Exhibit C** to this Settlement Agreement.
- x. “**Preliminary Approval Date**” means the date the Preliminary Approval Order is entered by the Court.
- y. “**Preliminary Approval Order**” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- z. “**Related Parties**” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, assigns, shareholders, members, trustees, directors, officers, employees, principals, agents, attorneys, representatives, providers, advisors, consultants, contractors, vendors, partners, insurers, reinsurers, and subrogees, and includes, without limitation, any Person related to any such entity who could have been named as a defendant in this Litigation.
- aa. “**Released Claims**” means all claims and other matters released in and by Section XV of this Settlement Agreement. Released Claims do not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Agreement.
- bb. “**Released Persons**” means Defendant and the Related Parties.
- cc. “**Releasing Persons**” means Plaintiffs and the Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, insurers, reinsurers, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.
- dd. “**Request for Exclusion**” means a fully completed and properly executed written request that is timely submitted to the Settlement Administrator by a Settlement Class Member under Section IX of this Agreement and is postmarked or submitted online via the Settlement Website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, it must: (a) identify the case name and number of the Litigation; (b) state the Settlement Class Member’s full name, address, email, and telephone number; (c) contain the Settlement Class Member’s personal and

original signature; (d) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement; and (e) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, i.e., one request is required for every Settlement Class Member seeking exclusion.

- ee. **"Settlement"** means the settlement reflected by this Settlement Agreement.
- ff. **"Settlement Administrator"** means the Court-appointed class action settlement administrator, Kroll Settlement Administration, retained to carry out the Notice Program, administer the Settlement distribution process, and perform other actions as specified in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court.
- gg. **"Settlement Agreement"** means this Settlement Agreement, including all exhibits hereto.
- hh. **"Settlement Class"** means all persons who used a MyChart patient portal account associated with St. Joseph from January 1, 2023 to the present. Excluded from the Settlement Class are (1) the judge presiding over the Litigation, the judge's staff and members of the judge's direct family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- ii. **"Settlement Class Representatives"** means Plaintiffs Theresa Fiorillo, Charlene Areche, and Julie Hayden.
- jj. **"Settlement Class Members"** means all Persons who are members of the Settlement Class.
- kk. **"Settlement Website"** means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Short-Form Notice, and the Long-Form Notice, among other things, as agreed upon by the Parties and approved by the Court.

III. Certification of the Settlement Class

14. For settlement purposes only and within the context of the Settlement Agreement only, Plaintiffs will request that the Court certify the Settlement Class.

15. Plaintiffs will move to be appointed Settlement Class Representatives for

settlement purposes only, and Class Counsel will move to be appointed as counsel to the Settlement Class for settlement purposes only.

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

IV. Settlement Consideration

17. Defendant agrees to: (1) compensate \$50 to each Settlement Class Member who submits a valid and timely claim to the Claims Administrator; (2) separately pay for the costs of Notice and Settlement Administration, and (3) separately pay Service Awards and an Attorneys' Fees and Expenses Award as provided in Section X herein.

18. Equitable Relief. Defendant either has implemented and/or will implement significant changes to the operation of its website, software that could gather browser activity, and disclosures to its users and the consents obtained by them. Specifically, Defendant has stopped using the Reach Code website tracking technology on its website and will not use website tracking technology to collect user information, unless such use is disclosed expressly to the user and consent is obtained in compliance with all applicable laws.

19. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, the Settlement Class Representatives and Class

Counsel shall have no obligation to repay any of the Notice and Settlement Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement.

20. Limitation of Liability

- a. Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise. Defendant and Defendant's Counsel also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.
- b. The Settlement Class Representatives and Class Counsel shall not have any liability whatsoever with respect to any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise.

V. Benefits to Class Members

21. Settlement Class Members may make a claim for a cash payment of \$50 each. Defendant will pay or cause to be paid to the Settlement Administrator a total amount equal to \$50 multiplied by the number of valid approved claims for each Settlement Class Member, as set forth below.

VI. Settlement Administration

22. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid by Defendant.

23. The Settlement Administrator will provide written Notice by email to all Settlement Class Members for whom Defendant has provided a valid email address. In the event Defendant does not possess email addresses for certain individual Settlement Class Members, notice will be sent by U.S. mail.

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

Preliminary Approval Order.

25. The Settlement Administrator will administer the Settlement processes as set forth in this Agreement and as directed by Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

26. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be submitted on the Settlement Website or postmarked (as the case may be) no later than the Claim Deadline.

27. The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness.

28. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty (20) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 20-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall be considered "Claimants."

29. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of a Final Approval Order and Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel, Defendant's Counsel, or the Settlement

Administrator will provide other reports or information that the Court or Parties may request.

30. Subject to the terms and conditions of this Settlement Agreement, Defendant shall transmit needed claimant compensation Settlement funds to the Settlement Administrator in an Escrow Account no later than thirty (30) Days after the Effective Date. Beginning as promptly as reasonably possible after the Settlement Administrator's receipt of claimant compensation funds from Defendant, but not later than one hundred twenty (120) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check or electronic means (with a preference for electronic means) to each Claimant for their Settlement payment (a "Settlement Payment").

31. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

32. Each Settlement Payment shall be mailed to the address provided by the Claimant on their Claim Form or paid electronically to the account designated by the Claimant. All

Settlement Payments issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall contain a legend to that effect. Settlement Payments issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

33. For any Settlement Payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make only one attempt to resend a Settlement Payment.

VII. Notice to Class Members

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

35. Direct notice shall be provided via email to all Settlement Class Members for whom the Settlement Administrator has a valid email address.

36. Within fourteen (14) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and either the last email addresses or mail addresses known to Defendant for the Settlement Class Members.

37. Within thirty (30) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall email the Short-Form Notice and a copy of the Claim Form to all Settlement Class Members for whom a valid email address is available. In the event that Defendant does not possess email addresses for certain individual Settlement Class Members, mail notice will be sent if a mailing address can be located. The Claim Form will also be available

on the Settlement Website.

38. The initial Notice will consist of the Short-Form Notice and Claim Form substantially in the form of Exhibits A & C, subject to Court approval. The Settlement Administrator shall have discretion, with the consent of Class Counsel and Defendant's Counsel, to format this Short-Form Notice in a reasonable manner to minimize administrative costs.

39. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the emailing of the Short-Form Notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant and already publicly available settlement and Court documents to be available on the Settlement Website. The Settlement Website address and the fact that a more detailed Long-Form Notice are available through the website shall be included in the Short-Form Notice. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. A Long-Form Notice will be sent to any Settlement Class Member who calls the toll-free number and requests that a Long-Form Notice be sent to them.

40. The Settlement Website shall be maintained from the Notice Date until at least ninety (90) Days after the Effective Date.

41. The Long-Form Notice and Short-Form Notice approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation with an agreement by the Parties, as may be reasonable and necessary and not inconsistent with such approval.

42. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration from the Settlement

Administrator concerning compliance with the Court-approved Notice Program.

43. The Notice Program shall be completed within thirty (30) Days of the Preliminary Approval Order, except as otherwise specifically provided above.

VIII. Objections to the Settlement

44. Any Settlement Class Member who has not excluded themselves from the Settlement and who wishes to object to the proposed Settlement may mail a timely written notice of his or her objection to the designated Post Office box established by the Settlement Administrator or through the Settlement Website.

45. Each Objection must: (i) include the case name and number of the Litigation; (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature (or electronic signature); (iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her Objection, the name, address, telephone number, and email address of the attorney; (v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vi) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) set forth a statement of the legal and/or factual basis for the Objection; and (viii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

46. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (i) the identity of witnesses, if any, whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; (ii) a description

and copies of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing; and (iii) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an Objection to any proposed class action settlement in the past three (3) years.

47. Objections must be sent to the Settlement Administrator by mail or via the Settlement Website no later than forty-five (45) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Short-Form and Long-Form Notices and on the Settlement Website.

48. Class Counsel and/or the Settlement Administrator will file with the Court the Objections that were submitted, if any, along with a brief responding to any submitted Objections and otherwise summarizing the Class Members' participation in the Settlement and the Settlement Administration no later than fourteen (14) Days before the Final Approval Hearing.

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

IX. Opt-Out Procedures

50. Each Person wishing to opt out of the Settlement Class shall individually sign and timely mail to the designated Post Office box or submit online via the Settlement Website or email address established by the Settlement Administrator written notice of such intent ("Request for Exclusion"). The written notice must: (i) identify the case name and number of this Litigation; (ii)

state the Settlement Class Member's full name, address, and telephone number; (iii) contain the Settlement Class Member's personal and original signature (or electronic signature); (iv) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class; and (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked, emailed, or submitted online via the Settlement Website no later than the Opt-Out Date. Any Person who submits a Request for Exclusion may not submit an objection to the Settlement.

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

52. Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion that were submitted to the Settlement Administrator. Class Counsel may present to the Court the number of Opt-Outs (if any), as well as a list of Opt-Outs that includes only first name, last initial, city, and state of each Opt-Out, no later than fourteen (14) Days before the Final Approval Hearing.

53. Defendant may, in its sole discretion, terminate this Agreement under the terms of the *In Camera* Supplement. If Defendant elects to terminate the Settlement pursuant to this Paragraph, it shall provide written notice to Class Counsel no later than fourteen (14) days after the Opt-Out Deadline.

54. All Persons who submit valid and timely Requests for Exclusion, referred to herein

as “Opt-Outs,” shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not validly and timely opt out of the Settlement Class shall be bound by the terms of this Settlement Agreement and judgment entered thereon, and all subsequent proceedings, orders, and judgments applicable to the Settlement Class, including being bound by the Release.

X. Attorneys’ Fees, Expenses, and Service Awards

55. Class Counsel shall request the Court to approve an Attorneys’ Fees and Expenses Award and Service Awards to the Settlement Class Representatives, collectively not to exceed one million two hundred fifty thousand dollars (\$1,250,000). The Attorneys’ Fees and Expenses and Service Awards approved by the Court shall be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Attorneys’ Fees and Expenses and Service Awards shall be paid by Defendant separately from the Settlement payments to Settlement Class Members. Defendant shall take no position regarding Class Counsel’s application for the Attorneys’ Fees and Expenses and Service Awards if the application complies with the provisions of this Section.

56. Class Counsel’s motion for Fees and Expenses and Service Awards will be filed fourteen (14) days prior to the deadline to opt-out or object to the Settlement.

57. The Parties agree that the Court’s approval or denial of any request for the Service Award or Attorneys’ Fees and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Awards or for an Attorneys’ Fees and Expenses Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of the Services Awards

or an Attorneys' Fees and Expenses Award, or the amounts thereof, shall be grounds to terminate or cancel this Settlement Agreement.

XI. Notices

58. All notices, instructions, and applications for Court action in connection with this Agreement shall be made in writing and communicated as follows:

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

Katrina Carroll (katrina@csclassactions.com)
Kyle Shamberg (kyle@csclassactions.com)
CARROLL SHAMBERG LLC
200 North LaSalle Street, Suite 1650
Chicago, IL 60601

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

John Delionado (jdelionado@hunton.com)
Tom K. Schulte (tschulte@hunton.com)
HUNTON ANDREWS KURTH LLP
333 SE 2nd Avenue, Suite 2400
Miami, FL 33131

Jason M. Beach (jbeach@hunton.com)
HUNTON ANDREWS KURTH LLP
Bank of America Plaza, St 4100
600 Peachtree Street, N.E.
Atlanta, GA 30308

XII. Settlement Approval Process

59. After execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file with the Court a Motion for Preliminary Approval of the Settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form, which:

- a. Preliminarily certifies the Settlement Class for settlement purposes only;
- b. Preliminarily approves this Agreement for purposes of issuing notice;

- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members and constitutes the best notice practicable under the circumstances;
- e. Appoints Plaintiffs as the Settlement Class Representatives for settlement purposes only;
- f. Appoints Class Counsel as counsel to the Settlement Class for settlement purposes only;
- g. Appoints the Settlement Administrator and directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program;
- h. Approves the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- i. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
- j. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice;
- k. Schedules a Final Approval Hearing to consider whether the proposed Settlement should be finally approved by the Court;
- l. Stays all proceedings in the Litigation other than those related to approval of the Settlement; and
- m. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

XIII. Final Approval Hearing

60. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

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

62. Class Counsel shall ask the Court to enter a Final Approval Order and Judgment which:

- n. Finds that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement and constitutes the best notice practicable under the circumstances;
- o. Finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely Objections to this Settlement Agreement have been made or all timely Objections have been considered and denied;
- p. Approves the Settlement as fair, reasonable, adequate, and in the best interests

- of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties and Settlement Administrator to perform the Settlement in accordance with the terms of this Settlement Agreement;
- q. Approves the Service Awards and Attorneys' Fees and Expenses Award;
 - r. Finds that neither the Final Approval Order and Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability or wrongdoing by any of the Parties;
 - s. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, dismisses the Litigation with prejudice;
 - t. Finds that Plaintiffs and all Settlement Class Members shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims; and
 - u. Reserves exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement and the Final Approval Order and Judgment. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Persons under applicable law.

63. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. Termination of this Settlement Agreement

64. Each Party shall have the right to terminate this Settlement Agreement if:

- v. The Court denies Preliminary Approval of this Settlement Agreement (or grants Preliminary Approval through an order that materially differs in substance to **Exhibit D** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain Preliminary Approval;
- w. The Court denies Final Approval of this Settlement Agreement;
- x. The Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or
- y. The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

65. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other

appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement.

66. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, any Preliminary Approval Order, and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for Preliminary Approval or motion for Final Approval), nor any rulings regarding class certification for settlement purposes (including any Preliminary Approval Order), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

67. If the Court does not approve the Settlement or the Effective Date does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XV. Release

68. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons, including Plaintiffs and each Settlement Class Member, will be deemed to have fully, finally, and forever completely released,

relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, liabilities, statutory damages, judgments, bonds, bills, penalties, fines, and all other legal responsibilities of any form and of any nature whatsoever, whether known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the claims set forth in the Complaint, any state and/or federal wiretapping, tracking, eavesdropping, electronic surveillance, or privacy claims regarding the use, interception, or transfer of information of or related to the Settlement Class Members through use of pixel or any other website tracking, analytics and/or advertising technologies, other related software used by Defendant's website, and any and all claims otherwise related to the use of the website by the Settlement Class (the "Release"). The Release shall be included as part of any Final Approval Order and Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims. In the event any Settlement Class Member attempts to prosecute an action in contravention of a Final Approval Order and Judgment or the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Approval Order and Judgment to such Settlement Class Member or his representatives and advise such Settlement Class Member or his representatives of the Release provided pursuant to the Settlement Agreement.

69. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement

Class Members who do not timely and validly opt-out of the Settlement shall be bound by this Settlement Agreement and the Release, and all of the Released Claims shall be dismissed with prejudice and released.

70. The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims relating in any way to the subject matter of the Complaint that could have been raised in the Litigation and that Plaintiffs and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendant and all other Released Persons, or might affect their decision to agree to, or object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs (on behalf of themselves and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment the Settlement Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiffs (on behalf of themselves and each Settlement Class Member) 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 Released Claims, but Plaintiffs (on behalf of themselves and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

71. For the avoidance of doubt, no claims for medical negligence involving personal injury were included in the Litigation or are included in the Released Claims.

72. Upon entry of the Final Approval Order and Judgment, Plaintiffs and Settlement Class Members shall be enjoined from prosecuting the Released Claims in any proceeding in any

forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

73. The Parties agree that the Released Persons will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Persons, and that in that event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm in this or any other forum, and the Released Parties shall be awarded their reasonable attorney's fees and costs incurred to secure the injunction and defend against the Released Claims.

74. Without in any way limiting the scope of the Release, the Release covers any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation (except for the Attorneys' Fees and Expenses Award to be paid to Class Counsel), the Settlement, the administration of the Settlement and/or the Released Claims as well as any and all claims for the Service Awards to Plaintiffs.

75. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Persons covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claims, or the facts and circumstances relating thereto, against any of the Released Persons; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claims or the facts and circumstances relating thereto, against any of

the Released Persons; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claims against any of the Released Persons.

76. Plaintiffs acknowledge that they, Class Counsel, and Settlement Class Members 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 this Litigation and the Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release all such claims, without regard to the subsequent discovery or existence of different additional facts. Plaintiffs and Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 (and other, similar state statutes), which provides as follows:

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

Plaintiffs understand and acknowledge on behalf of themselves and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other applicable federal or state law relating to limitations on releases. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XVI. Effective Date

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

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting Preliminary Approval of this Settlement Agreement and approving the Notice Program and Claim Form;
- c. The Court-approved Short-Form Notice has been emailed, other notice required by the Notice Program has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Judgment have become Final, as defined herein.

XVII. Miscellaneous Provisions

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

79. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory or any other government-led matters, actions, investigations or proceedings, whether or not directly or indirectly involving the allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment. Notwithstanding the foregoing provisions of this or any other terms in this Settlement, Defendant may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where it deems necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitative, or other

proceeding, as it deems necessary to comply with or address regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and to enforce this Agreement and the Settlement, including the releases contained therein.

80. In the event that there are any developments impacting the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties and their counsel agree to reasonably undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the proposed Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise. The Parties further agree to reasonably cooperate in the defense of this Agreement against Objections made to the Settlement or a Final Approval Order and Judgment at the Final Approval Hearing or in any appeal of a Final Approval Order and Judgment or in any collateral attack on this Agreement or a Final Approval Order and Judgment.

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

82. This Settlement Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and agreements regarding settlement and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge,

stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

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

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

85. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

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

notice is required by the Court.

87. This Settlement Agreement shall be construed under and governed by the laws of the State of New Hampshire without regard to its choice-of-law provisions.

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

89. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

90. Other than corporate disclosures that may be required by law, if any press release or other public statement is to be issued by a Party, including by their respective counsel, concerning or relating to the Settlement, the language of such press release or public statement must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel shall not issue any press releases or public statements or make any postings on social media about this Litigation or the Settlement.

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

92. This Settlement Agreement will be binding upon and inure to the benefit of the

successors and assigns of the Parties, Released Persons, and Settlement Class Members.

93. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice versa) and the use of the masculine includes the feminine (and vice versa).

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

95. Each Party to this Settlement Agreement and the signatories thereto warrant that they are acting upon their independent judgment and the advice of their counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

96. Each signatory below warrants that they have authority to execute this Settlement Agreement and bind the Party on whose behalf they are executing the Settlement Agreement.

97. The Parties and the Parties' Counsel agree that the terms of this Settlement Agreement shall remain confidential and shall not be disclosed until the Agreement is publicly filed in connection with the motion seeking a Preliminary Approval.

98. No government agency or official can claim any rights under this Agreement or Settlement.

99. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Approval Order and Judgment is entered.

100. The Settlement Class Representative represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Persons, and further covenants that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Persons. The Settlement Class Representatives also represent and warrant that they have no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

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

DATED: January 29, 2026

FOR PLAINTIFFS:



Katrina Carroll (katrina@csclassactions.com)
Kyle Shamberg (kyle@csclassactions.com)
CARROLL SHAMBERG LLC
200 North LaSalle Street, Suite 1650
Chicago, IL 60601

Class Counsel



Theresa Fiorillo
Plaintiff



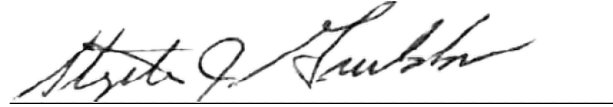
Charlene Areche
Plaintiff



Julie Hayden

Plaintiff

**FOR DEFENDANT ST. JOSEPH HOSPITAL
OF NASHUA, N.H.:**



Signature

Printed Name:

Position:

EXHIBIT LIST

- Exhibit A: Claim Form
- Exhibit B: Long-Form Notice
- Exhibit C: Short-Form Notice
- Exhibit D: Proposed Preliminary Approval Order

EXHIBIT A

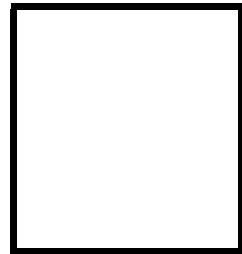
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**Your Claim must
be submitted
online or
postmarked by:
<<Claims
Deadline>>**

CLAIM FORM

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
Case No. 226-2025-CV-00138
Superior Court of the State of New Hampshire, Hillsborough County



GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are a current or former patient who used a MyChart patient portal account associated with St. Joseph Hospital of Nashua, N.H. from January 1, 2023 through [Date of Preliminary Approval]. You may submit a Claim for a Settlement Benefit, outlined below.

Please refer to the Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com), for more information on submitting a Claim Form and your rights and options.

To receive a Settlement Payment from this Settlement via an electronic payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by Month XX, 2026.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administration LLC
ATTN: Claims
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Members who submit a valid Claim Form will be eligible to receive a Settlement Payment of \$50.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 1 of 2

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II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____@_____

Telephone Number (optional): (_____) _____ - _____

III. PROOF OF SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you used St. Joseph's MyChart patient portal from January 1, 2023 through [Date of Preliminary Approval Order].

Enter the Class Member ID Number provided on your email or postcard Notice:

Class Member ID: 0 0 0 0 0 _____

IV. SETTLEMENT PAYMENT

By checking the box below, I choose to make a Claim for a Settlement Payment.

Yes, I choose a Settlement Payment of up to \$50.

V. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____/_____/_____
Date

Print Name

Questions? Go to [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

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Page 2 of 2

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Superior Court of Hillsborough County, New Hampshire

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H., Case No. 226-2025-CV-00138

If you used a MyChart patient portal account associated with St. Joseph Hospital of Nashua, N.H. from January 1, 2023 to the present, you may be eligible for a payment from a Class Action Settlement.

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

- A proposed Settlement has been reached with St. Joseph Hospital of Nashua, N.H., the “Defendant” or “St. Joseph,” in a class action lawsuit. The lawsuit alleges the Defendant unlawfully collected, used, and disclosed personally identifiable information and protected health information of persons who used a MyChart patient portal account. The Defendant denies these allegations and denies all wrongdoing.
- You are included in this Settlement if you used a MyChart patient portal account associated with St. Joseph from January 1, 2023 through **[Date of Preliminary Approval]**.
- Under the proposed Settlement, the Defendant will provide a \$50 payment to Settlement Class Members with valid claims. The Defendant will separately pay Notice and Settlement Administrative Costs and the court-approved Attorney’s Fees and Expenses and Service Awards.
- As a Settlement Class Member, your rights are affected whether you do or do not act. Please read this Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|--|-----------------------|
| File a Claim | The only way to receive a Settlement Payment is to submit a valid and timely Claim Form. | Month __, 2026 |
| Opt Out of the Settlement | If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement. | Month __, 2026 |
| Object to the Settlement and/or Attend a Hearing | If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still file a Claim. | Month __, 2026 |
| Do Nothing | If you do nothing, you will remain a Settlement Class Member and 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. You will not receive any benefits from the 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 must decide whether to approve the Settlement.
- Payments will only be made if the Court approves the Settlement and after appeals, if any, are resolved.

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BASIC INFORMATION

1. Why was this Notice issued?

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

The Litigation is called *Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.*, Case No. 226-2025-CV-00138 and is pending in the Superior Court of Hillsborough County, New Hampshire. The people who filed this class action lawsuit are called the “Plaintiffs” and the company they sued, St. Joseph Hospital of Nashua, N.H., is called the “Defendant.”

2. What is this Action about?

A proposed Settlement has been reached with the Defendant in a class action lawsuit that alleges that the Defendant unlawfully collected, used, and disclosed personally identifiable information and personal health information from persons who visited the MyChart patient portal. The Litigation alleges that the Defendant used the collected information to target individuals with marketing based on their sensitive health information and website interactions.

The Defendant denies these allegations and denies any and all wrongdoing.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” A court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement.

In this case, the Class Representatives are: Theresa Fiorillo, Charlene Areche, and Julie Hayden.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a payment and benefit more quickly. The Plaintiffs and their attorneys, who also represent the Settlement Class, believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all persons who used a MyChart patient portal account associated with St. Joseph from January 1, 2023 through [Date of Preliminary Approval].

6. Are there exceptions to being included in the Settlement?

Yes, excluded from the Settlement Class are: (1) the judge presiding over the Litigation, the judge’s staff, and members of the judge’s direct family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT CLASS MEMBER BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay Settlement Class Members who submit valid and timely Claims approximately \$50 to resolve the Litigation. The Defendant also has agreed to pay separately court-approved Attorneys' Fees and Expenses, the Service Awards, and Settlement Notice and Administration Costs.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims "released" by this Settlement, as described in Section XV of the Settlement Agreement. The Release section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

9. How do I submit a Claim Form?

To file a claim, you must submit a valid Claim Form by **Month XX, 2026**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET, or downloaded from the Settlement Website and sent by U.S. Mail, postmarked by **Month X, 2026**, to the Settlement Administrator at:

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administration LLC
ATTN: Claims
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

10. When will I get my Settlement Payment?

You will receive your settlement payment after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:X0 .m. ET**, to decide whether to approve the Settlement, how much Attorneys' Fees and Expenses to award Class Counsel for representing the Settlement Class, and the amount of the Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Payments will be distributed as soon as possible—if the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes, the Court appointed Katrina Carroll and Kyle Shamberg of Carroll Shamberg LLC to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will be paid separately by the Defendant (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

Katrina Carroll (katrina@csclassactions.com)
Kyle Shamberg (kyle@csclassactions.com)
CARROLL SHAMBERG LLC

12. Should I get my own lawyer?

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

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve Attorneys' Fees and Expenses up to \$1,250,000, which are to be paid separately from the Settlement Payments to Settlement Class Members who submit valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out." The Opt-Out Date to submit a "Request for Exclusion" from the Settlement is **Month XX, 2026**.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- Your full name, current address, and telephone number;
- A statement indicating that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the proposed Settlement Class in *Fiorillo, et al. v. St. Joseph Hospital of Nashua, N.H.*, Case No. 226-2025-CV-00138" and request exclusion only for yourself;
- Your personal, original signature or e-signature.

Your Request for Exclusion must be submitted online through the Settlement Website or by email to **XXX@website.com** by 11:59 p.m. ET, or mailed to the Settlement Administrator postmarked by **Month XX, 2026** at:

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administration LLC
ATTN: Exclusions
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for Attorneys' Fees and Costs, the Service Award payments, the Releases provided to the Defendant, the fairness, reasonableness or adequacy of the Settlement, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement. The Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may object.

For an objection to be considered by the Court, the objection must include:

- The case name and number, “*Fiorillo, et al. v. St. Joseph Hospital of Nashua, N.H.*, Case No. 226-2025-CV-00138;”
- The Settlement Class Member’s full name, address, telephone number, and email address;
- If you are represented by an attorney, or had an attorney’s help in drafting your objection, the attorney’s full name, address, telephone number, and email address;
- A statement indicating the basis for why you think you are a Settlement Class Member;
- A statement about whether the objection only applies only to you, to a specific subset of the Settlement Class, or to the Settlement Class as a whole;
- The specific factual and legal grounds for the objection;
- A statement about whether you intended to appear in person at the Final Approval Hearing and, if so, whether personally or through counsel;
- If you or your attorney intend to appear at the Final Approval Hearing, your written objection must include the identity of any witnesses you intend to call to testify, a description and copies of any documents or evidence you intend to offer, and a list (including case name, court, and docket number) of all other cases in which you or your counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- Your personal, original signature or e-signature.

Objections must be submitted by 11:59 p.m. ET at [www.\[website\].com](http://www.[website].com) on **Month XX, 2026** if filing online or sent by U.S. Mail, postmarked no later than **Month XX, 2026**, to:

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administration LLC
ATTN: Objections
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

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

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

THE COURT’S FINAL APPROVAL HEARING

17. When is the Court’s Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 .m. ET**, at the Superior Court of New Hampshire, Hillsborough County South, 30 Spring Street, Nashua, N.H. 03060, to decide whether to approve the Settlement, how much Attorney’s Fees and Expenses to award to Class Counsel for representing the Settlement Class, and whether to approve the **\$X,XXX** Service Awards to the three Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

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

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

IF YOU DO NOTHING

19. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com). If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at **(XXX) XXX-XXXX**, or by mail:

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administration LLC
ATTN: Objections
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

PLEASE DO NOT CONTACT THE COURT OR THE DEFENDANT FOR MORE INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT C

From: Administrator@[website].com
To: <<ClassMemberEmail>>
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H., Case No. 226-2025-CV-00138
Superior Court of the State of New Hampshire, Hillsborough County South

Records indicate you may be entitled to a payment in a class action settlement with St. Joseph Hospital of Nashua, NH.

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

A proposed Settlement has been reached in a class action lawsuit, *Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.*, Case No. 226-2025-CV-00138 which is currently pending in the Superior Court of Hillsborough County, New Hampshire. The Litigation alleges St. Joseph Hospital of Nashua, N.H. (the “Defendant” or “St. Joseph”) unlawfully collected, used, and disclosed personally identifiable information and protected health information of persons who used a MyChart patient portal account. The Defendant denies these allegations and denies all wrongdoing.

Why am I receiving this Notice? The Defendant’s records indicate you may be a Settlement Class Member. The Settlement Class includes all persons who used a MyChart patient portal account associated with St. Joseph from January 1, 2023 through [Date of Preliminary Approval].

What does the Settlement provide? If approved by the Court, the Defendant will provide a \$50 Settlement Payment to Settlement Class Members who submit a valid Claim. The Defendant will also separately pay the Notice and Administration Costs and Court-approved Attorneys’ Fees and Expenses Award and Service Awards for the Class Representatives.

How do I file a Claim? You can file a Claim online by clicking [here] or you may complete the attached Claim Form and mail it to the Settlement Administrator at the address on the form, postmarked by **Month XX, 2026**. You may also download a Claim Form from **www.[website].com**.

What are My Other Options? If you do nothing, you will be legally bound by the terms of the Settlement and will “release” your legal claims against the Defendant and the other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must request to be excluded from the Settlement (or “opt out”) by **Month XX, 2026**. If you want to object to the Settlement or some part of it, you may file an objection by **Month XX, 2026**. Please visit **www.[website].com** for more information on the claims you are releasing or instructions on how to opt out or object.

Who Represents Me? The Court has appointed Katrina Carroll and Kyle Shamberg of Carroll Shamberg LLC to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, Class Counsels' request for **\$X,XXX** for Attorneys' Fees and Expenses, and **\$X,XXX** Service Awards for the three Settlement Class Representatives. You may appear at the Final Approval Hearing personally or through an attorney you have hired, but it is not required. More information is available on the Settlement Website. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

How Do I Get More Information? For more information, including the full Notice, Claim Form, and Settlement Agreement go to **www.[website].com**, contact the Settlement Administrator by calling **(XXX) XXX-XXXX** or writing to *Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.*, c/o Kroll Settlement Administration, P.O. Box **XXXXXX**, New York, NY, 10150-**XXXX**.

LEGAL NOTICE

You have been identified as someone who may be eligible for benefits from a class action settlement regarding the St. Joseph Hospital of Nashua, N.H. data disclosure.

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administrator
P.O. Box XXXXXX
New York, NY 10150-XXXX

«Refnum»

Postal Service: Please do not mark barcode

Class Member ID: <<RefNum>>

«FirstName» «LastName»

«Address1»

«Address2»

«City», «State» «Zip»

«CountryCd»

You may be entitled to a payment in a class action settlement with St. Joseph Hospital of Nashua, NH.

A proposed Settlement has been reached in a class action lawsuit, *Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.*, Case No. 226-2025-CV-00138 which is currently pending in the Superior Court of Hillsborough County, New Hampshire. The Litigation alleges St. Joseph Hospital of Nashua, N.H. (the “Defendant” or “St. Joseph”) unlawfully collected, used, and disclosed personally identifiable information and protected health information of persons who used a MyChart patient portal account. The Defendant denies these allegations and denies all wrongdoing.

Why am I receiving this Notice? The Defendant’s records indicate you may be a Settlement Class Member. The Settlement Class includes all persons who used a MyChart patient portal account associated with St. Joseph from January 1, 2023 through [Date of Preliminary Approval].

What does the Settlement provide? If approved by the Court, the Defendant will provide a \$50 cash payment to Settlement Class Members who submit a valid Claim Form. The Defendant will also separately pay the Notice and Administration Costs and Court-approved Attorneys’ Fees and Expenses Award and Service Awards for the Class Representatives.

How do I file a Claim? You must submit a Claim Form, available at [www.\[\]website.com](http://www.[]website.com), to be eligible to receive a cash payment. Your completed Claim Form must be submitted online at the Settlement Website by 11:59 p.m. ET on **Month XX, 2026** or mailed to *Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.*, c/o Kroll Settlement Administrator, P.O. Box XXXXXX, New York, NY 10150-XXXX postmarked by **Month XX, 2026**.

What are my other options? If you do nothing, you will be legally bound by the terms of the Settlement and will “release” your legal claims against the Defendant and the other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must request to be excluded from the Settlement (or “opt out”) by **Month XX, 2026**. If you want to object to the Settlement or some part of it, you may file an objection by **Month XX, 2026**. Please visit [www.\[\]website.com](http://www.[]website.com) for more information on the claims you are releasing or instructions on how to opt out or object.

Who represents me? The Court appointed Katrina Carroll and Kyle Shambert of Carroll Shambert LLC to represent you and the Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court’s Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, Class Counsel’s request for \$XXX for Attorneys’ Fees and Expenses, and \$X:XXX Service Awards for the three Settlement Class Representatives. You may appear at the Final Approval Hearing personally or through an attorney you have hired, but it is not required. More information is available on the Settlement Website. For more information, please visit [www.\[\]website.com](http://www.[]website.com) or call toll-free (XXX) XXX-XXXX.

Postage
Required

Fiorillo, et al., v. St. Joseph Hospital of Nashua, N.H.
c/o Kroll Settlement Administrator
P.O. Box XXXXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed, please write your correct mailing and email address below and return this portion to the address provided on the other side.

**** THIS NOTICE IS NOT A CLAIM FORM ****

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION, OR OBJECTION.

Name: _____ First Name _____ M.I. _____ Last Name _____
Street Address: _____
Street Address 2: _____
City: _____ State: _____ Zip Code: _____
Email Address: _____ @ _____

DMIS 354500531

EXHIBIT D

STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
SOUTHERN DISTRICT

SUPERIOR COURT

Theresa Fiorillo
161 Bridge Street, Apt. 208
Milford, NH 03055

and

Charlene Areche
21 Merrimack Drive
Merrimack, NH 03054

On behalf of themselves and all others similarly situated

v.

St. Joseph Hospital Corporate Services, Inc.
172 Kinsley Street
Nashua, NH 03060

Case No. 226-2025-CV-00138

**[PROPOSED] AGREED ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter coming before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and with the Court being fully advised on the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the settlement agreement (the "Agreement").

2. The Court has conducted a preliminary evaluation of the settlement set forth in the Agreement. Based on this preliminary evaluation, the Court finds that the Agreement meets all applicable requirements of New Hampshire Civil Rule 16 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common

to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate, (ii) the Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case and (iii) the settlement warrants notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to New Hampshire Civil Rule 16, and for settlement purposes only, the Court certifies the following Settlement Classes:

All persons who used a MyChart patient portal account associated with St. Joseph from March 11, 2023 to the present.

Excluded from the Settlement Class are (1) the judge presiding over this Action, the judge's staff and members of the judge's direct family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Theresa Fiorillo, Charlene Areche and Julie Hayden as Settlement Class Representatives.

6. For settlement purposes only, the Court hereby approves the appointment of Katrina Carroll and Kyle Shamberg of Carroll Shamberg LLC as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel.

7. On _____, 2026 at ____ a.m./p.m., this Court will hold a final approval hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether:

(a) final approval of the Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses and service awards to the Class Representatives should be granted. No later than 14 days prior to the deadline to opt out of or object to the Settlement, Plaintiffs must file any papers in support of Class Counsel's application for Attorneys' Fees and the Service Awards to the Settlement Class Representatives, and no later than 14 days prior to Final Approval Hearing Plaintiffs must file any papers in support of final approval of the Agreement and in response to any objections.

8. Pursuant to the Agreement, Kroll Settlement Administration is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Agreement or this Order.

9. The Court approves the proposed plan for giving notice to the Settlement Class, as described in the Agreement. The plan for giving notice, in form, method and content, fully complies with the requirements of New Hampshire laws and due process and is due and sufficient notice to all persons entitled thereto.

10. The Court hereby directs the parties and Settlement Administrator to complete all aspects of the notice plan no later than 45 days after entry of this Order (the "Notice Deadline").

11. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline, which is 45 days after the Notice Deadline. Any Settlement Class Member who fails to timely and properly exclude themselves from the Settlement and shall be bound as a Settlement Class Member by the Agreement. Settlement Class Members shall be bound by all determinations and orders pertaining to the Agreement, including the release of all claims to the extent set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as

hereinafter provided and as provided in the Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Agreement.

12. Any member of the Settlement Class who intends to object to the Agreement must, in his or her written objection: (i) include the case name and number of the Litigation; (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature (or electronic signature); (iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her Objection, the name, address, telephone number, and email address of the attorney; (v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vi) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) set forth a statement of the legal and/or factual basis for the Objection; and (viii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

13. If an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (i) the identity of witnesses, if any, whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing; and (iii) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an Objection to any proposed class action settlement in the past three (3) years.

14. Any Settlement Class Member who fails to timely file a written objection with the Court in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the parties, shall not be permitted to object to the Agreement at the final approval hearing, and shall be foreclosed from seeking any review of the Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

15. Class Members who wish to participate in the settlement shall complete and submit a claim form in accordance with the terms and conditions of the Agreement. The Settlement Administrator shall accept and process claim forms in accordance with the Agreement.

16. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Agreement fails to become effective, is overturned on appeal or does not become final for any reason whatsoever, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Agreement, and no reference to the Settlement Class, the Agreement or any documents, communications or negotiations related in any way thereto shall be made for any purpose.

17. Pending the final determination of the fairness, reasonableness and adequacy of the Settlement, no Settlement Class Member may prosecute, institute, commence or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

18. A “Final Approval Hearing” shall be held before the Court on _____, at a.m. for the following purposes:

- a. to determine whether the Settlement is fair, reasonable and adequate and should be approved by the Court;
- b. to determine whether the judgment as provided under the Agreement should

be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Agreement;

- c. to consider the application for an award of attorney's fees, costs and expenses of Class Counsel;
- d. to consider the application for a Service Awards to the Settlement Class Representatives; and
- e. to rule upon such other matters as the Court may deem appropriate.

19. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Agreement and a Final Approval Order in accordance with the Agreement that adjudicates the rights of all Settlement Class Members.

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

21. All discovery and other proceedings in the Action as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

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

Notice Deadline: 45 Days after Preliminary Approval

Motion for Final Approval: 14 Days before Final Approval Hearing

Motion for Service Award, Attorneys' Fees and Costs: 14 Days before the deadline for Class Members to Opt-Out or Object

Opt-Out Deadline: 45 Days after Notice Deadline

Objection Deadline: 45 Days after Notice Deadline

Claim Deadline: 60 Days after Notice Deadline

IT IS SO ORDERED.

ENTERED: _____

JUDGE











2026-01-29 Settlement Agreement FINAL FOR EXECUTION

Final Audit Report

2026-01-29

| | |
|-----------------|--|
| Created: | 2026-01-29 |
| By: | Katrina Carroll (katrina@csclassactions.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIr9L6Z0EqyEXmmJ8yw4AwQUf9NrIn5BY |

"2026-01-29 Settlement Agreement FINAL FOR EXECUTION" History

-  Document created by Katrina Carroll (katrina@csclassactions.com)
2026-01-29 - 5:27:27 PM GMT
-  Document emailed to Theresa Fiorillo (terryannfiorillo@gmail.com) for signature
2026-01-29 - 5:27:35 PM GMT
-  Document emailed to Charlene Areche (charlene.areche@gmail.com) for signature
2026-01-29 - 5:27:36 PM GMT
-  Document emailed to Julie Hayden (julieahydn@gmail.com) for signature
2026-01-29 - 5:27:36 PM GMT
-  Email viewed by Charlene Areche (charlene.areche@gmail.com)
2026-01-29 - 5:43:42 PM GMT
-  Document e-signed by Charlene Areche (charlene.areche@gmail.com)
Signature Date: 2026-01-29 - 5:46:27 PM GMT - Time Source: server
-  Email viewed by Theresa Fiorillo (terryannfiorillo@gmail.com)
2026-01-29 - 6:07:23 PM GMT
-  Email viewed by Julie Hayden (julieahydn@gmail.com)
2026-01-29 - 6:12:55 PM GMT
-  Document e-signed by Julie Hayden (julieahydn@gmail.com)
Signature Date: 2026-01-29 - 6:13:47 PM GMT - Time Source: server
-  Document e-signed by Theresa Fiorillo (terryannfiorillo@gmail.com)
Signature Date: 2026-01-29 - 6:22:00 PM GMT - Time Source: server

✔ Agreement completed.

2026-01-29 - 6:22:00 PM GMT