

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Faith Murray, Guadalupe Munoz, and Henry Cherry, (“Plaintiffs”) and Yolanda Cervera Lavenant (“Claimant”) (collectively “Class Representatives” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members (as defined *infra*), and Vida Y Salud-Health Systems, Inc. (“VSHSI” or “Defendant”) (together, the “Parties”), in the action *Murray et al. v. Vida Y Salud-Health Systems, Inc.*, (Case No. 26-01-15726-ZCV) filed on or about January 15, 2026, in the 293rd Judicial District Court of Zavala County, Texas (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On January 15, 2026, Plaintiff Faith Murray filed a class action petition against Defendant in the 293rd Judicial District Court of Zavala County, Texas related to a cybersecurity incident that occurred between October 7, 2025, and October 8, 2025 (the “Data Incident”) affecting Defendant. Plaintiff Murray brought the following claims: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; (5) invasion of privacy—intrusion upon seclusion; and (6) breach of fiduciary duty.

2. On January 20, 2026, Plaintiff Guadalupe Munoz filed a related class action petition against Defendant in the 365th Judicial District Court of Zavala County, Texas for claims arising out of the Data Incident affecting Defendant. Plaintiff Munoz brought the following claims: (1) negligence; (2) breach of implied contract; and (3) unjust enrichment.

3. On January 23, 2026, Plaintiff Henry Cherry filed a related class action petition against Defendant in the 365th Judicial District Court of Zavala County, Texas, for claims arising out of the Data Incident affecting Defendant. Plaintiff Cherry brought the following claims: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) breach of fiduciary duty; (5) unjust enrichment; and (6) declaratory judgment.

4. On or around December 31, 2025, Claimant Lavenant received a notice letter from Vida and intended to allege claims similar to those asserted by Plaintiffs Murray, Munoz and Cherry.

5. Plaintiffs Munoz and Cherry later voluntarily dismissed their separately filed actions without prejudice, and on April 22, 2026, Plaintiff Murray filed an Amended Class Action Petition adding Plaintiffs Munoz and Cherry, bringing the following claims: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; (5) invasion of privacy—intrusion upon seclusion; and (6) breach of fiduciary duty. On May 4,

2026, Defendant filed its Plea to the Jurisdiction, Original Answer, and Affirmative Defenses to Plaintiffs' Amended Class Action Petition.

6. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident; the number of Settlement Class Members; the geographic locations of Settlement Class Members; and the types of information potentially impacted. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

7. For months, the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Throughout the entire process, the Parties agreed not to negotiate attorney fees or Service Awards until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement on July 6, 2026.

8. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. And on August 12, 2026, the Settlement Agreement was finalized.

9. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs, Claimant and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs or Claimant in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

10. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

12. “**Aggregate Cap**” means five hundred thousand (\$500,000.00), which is the maximum amount that Defendant will pay for monetary benefits (Out-of-Pocket Losses, Lost Time, and the Alternative Cash Payment) as described in Section III.

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

14. “**Alternative Cash Payment**” means the \$50 cash payment that Settlement Members can claim as set forth in Section III.

15. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

16. “**Claimant**” means Yolanda Cervera Lavenant.

17. “**Claims Administration**” or “**Settlement Administration**” means providing notice to the Settlement Class Members and the processing and payment of claims received from the Settlement Class Members by the Settlement Administrator.

18. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

19. “**Claim Form**” means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to the form attached hereto. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of their knowledge or recollection.

20. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

21. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

22. “**Court**” means the 293rd Judicial District Court of Zavala County, Texas.

23. “**Credit Monitoring Services**” means the credit monitoring services described in Section III which include two (2) years of CyEx Medical Shield Complete, which includes medical. Monitoring, one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

24. “**Data Incident**” means the cybersecurity incident that impacted Defendant between October 7, 2025, and October 8, 2025, which gave rise to the litigation.

25. “**Defendant’s Counsel**” means Amanda N. Harvey of Mullen Coughlin LLC.

26. “**Effective Date**” means the first date by which all of the following events and conditions have occurred provided no objections have been made:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) The Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) VSHSI has not exercised its option to terminate the Settlement Agreement;
- e) The Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit E**); and
- f) the Judgment has become Final.

If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

27. “**Fee Award and Costs**” means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

“**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

28.

“Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Texas Rules of Civil Procedure and is consistent with all material provisions of this Agreement. Notwithstanding the above, any order modifying or reversing any attorney’s fee award or service awards made in this case shall not affect whether the Judgment is “Final” or any other aspect of the Judgment.

29. **“Litigation Costs and Expenses”** means reasonable costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action, and which are subject to Court approval.

30. **“Notice” or “Notice Program”** means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto (the “Short Form Notice” (**Exhibit A**) and the “Long Form Notice” (**Exhibit B**)).

31. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

32. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

33. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

34. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

35. **“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 prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

36. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

37. “**Opt-Out Procedure**” means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

38. “**Out-of-Pocket Losses**” means third-party documented out-of-pocket monetary costs that a Settlement Class Member actually incurred, that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third-party.

39. “**Personal Information**” includes, but is not limited to, name, Social Security number, claims information, diagnosis/conditions, and/or credit card/bank account number. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

40. “**Plaintiffs**”, “**Claimant**”, “**Class Representatives**” or “**Settlement Class Representatives**” means Faith Murray, Henry Cherry, Gudalupe Munoz, and Yolanda Cervera Lavenant.

“**Preliminary Approval Order**” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Texas Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

41. “**Released Claims**” means any and all past, present, and future claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney’s fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of or are premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et. seq.*, and all similar statutes in effect in any state of the United States; all Texas consumer protection statutes; violations of any federal or state data breach notification statute; negligence, negligence *per se*, breach of contract, breach of implied contract, unjust enrichment, breach of fiduciary duty, invasion of privacy, declaratory judgment, fraud, misrepresentation (whether fraudulent, negligent or innocent),

bailment, wantonness, the Data Incident, the operative facts alleged in the Action, including the petition and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.

42. **"Released Parties"** means Defendant and each and every of its past, present, and future predecessors, successors, assigns, owners, customers, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns, including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation. Each of the Released Parties may be referred to individually as a "Released Party."

43. **"Releasing Parties"** and a **"Releasing Party"** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

44. **"Request for Exclusion"** means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

45. “**Service Awards**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

46. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

47. “**Settlement Administrator**” means Simpluris, Inc., subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

48. “**Settlement Class**” is defined as “All individuals residing in the United States whose Private Information was potentially impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

49. “**Settlement Class Counsel**” means Raina Borrelli of Strauss Borrelli PLLC, Leigh Montgomery of Ellzey Kherker Sanford Montgomery LLP, and Danielle Perry of Mason LLP.

50. “**Settlement Class List**” means the list of the names and current or last known mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

51. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

52. “**Settling Parties**” means, collectively, Plaintiffs and Claimant, individually and on behalf of the Settlement Class, and VSHSI.

53. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Section IV.

54. “**Settlement Website**” means the URL website mutually selected by the Settling Parties that the Settlement Administrator will establish and use to provide Settlement Class

Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

55. “**Supplemental Declaration**” means the declaration that the Settlement Administrator will provide to the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

56. “**United States**” shall be used in this Settlement Agreement to include all 50 states, the District of Columbia, and all territories.

57. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including Plaintiffs and Claimant, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs and Claimant intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs and Claimant, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Claimant, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall

be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

III. SETTLEMENT BENEFITS

58. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one (1) bureau CyEx Medical Shield Complete Credit Monitoring Services. The costs of credit monitoring services shall be paid by Defendant.

59. **Monetary Benefits.** Defendant shall pay for the following monetary benefits, subject to the Aggregate Cap.

- a. **Compensation for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$3,500.00 per person for out-of-pocket losses supported by third-party documentation supporting the losses.
 - i. To be valid, Settlement Class Members must provide third-party documentation that supports the losses. Valid third-party documentation includes receipts, bank statements, or other official documentation that was not “self-prepared” by the Settlement Class Member.
 - ii. Settlement Class Members may submit “self-prepared” documents (e.g., handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.
 - iii. Examples of eligible Out-of-Pocket Losses include, without limitation and by way of example, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- b. **Compensation for Lost Time.** Settlement Class Members can claim up to four (4) hours at a rate of \$20.00 per hour (total of \$80.00) for time spent responding to the Data Incident. Settlement Class Members do not need to provide any third-party documentation to obtain this benefit.

- c. **Alternative Cash Payment.** In the alternative to claims for Out-of-Pocket Losses and Lost Time, Settlement Class Members may submit a claim for a \$50.00 flat cash payment. Settlement Class Members may claim both the Alternative Cash Payment and also Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

60. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing certain business practice changes VSHSI adopted, paid for, implemented, and will maintain related to information security to safeguard personal information on its systems, and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration to be filed, it shall be filed under seal.

IV. CLAIMS PROCESS AND PAYMENTS

61. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

62. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Lost Time, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation as described above.

- d. The Settlement Administrator will determine to what extent third-party documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after the Data Incident; (ii) whether the alleged loss for the specific Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim Out-of-Pocket Losses, Lost Time. Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- i. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If

they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

63. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses, Lost Time, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

64. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

65. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and

negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

66. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

67. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

68. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

V. NOTICE PROGRAM

69. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

70. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect

the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

71. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorney fees, costs, and Service Awards, and the operative petition in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

72. **Cost of Notice and Administration.** Defendant will pay for the reasonable Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements Benefits in Section III. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice and administration costs, within thirty (30) days after the Court enters a Preliminary Approval Order and upon receipt of payment instructions from the Settlement Administrator.

VI. OPT-OUTS AND OBJECTIONS

73. **The Opt-Out Procedure.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

74. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorney fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or their attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be

through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

75. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. Preparing a declaration for submission with the motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.
- n. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.
- o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

76. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representative for the Settlement Class.

77. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached hereto.

78. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorney's Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorney's Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

79. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, Claimant and/or Defendant.

IX. MODIFICATION AND TERMINATION

80. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement. For the avoidance of doubt, no ruling by the Court modifying attorneys' fees or service awards can increase the total amount to be paid by VSHSI for a full release of all claims.

81. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any

material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

82. **Effect of Termination.** In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

83. **Settlement Not Approved.** In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

84. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

85. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party, including Plaintiffs and Claimant, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

86. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

87. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

88. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members, and all Releasing

Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

89. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of attorney's fees and costs, or service awards approved and awarded by the Court or any appeal thereof. The amount and timing of attorney's fees and costs, and service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the attorney's fees and costs, or service awards shall constitute grounds for termination of this Agreement.

90. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

91. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Claimant or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARDS AND ATTORNEY FEES

92. **Service Awards.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking Service Awards for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). If more than \$2,500.00 per Settlement Class Representative is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Awards Payment, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Awards to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form

W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Awards. Defendant's obligations with respect to the Court-approved Service Awards shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Awards. This amount was negotiated after the primary terms of the settlement were negotiated.

93. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Awards, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Sixty-Five Thousand Dollars (\$265,000.00). If more than \$265,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

XII. MISCELLANEOUS

94. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

95. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

96. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

97. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

98. **Other Litigation.** Plaintiffs, Claimant and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

99. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

100. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs, Claimant and Defendant.

101. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

102. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

103. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

104. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

105. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

107. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Texas, without regard to choice of law principles.

108. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

109. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein shall be sent by email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

All notices to Defendant provided for herein shall be sent by email to:

Amanda N. Harvey
MULLEN COUGHLIN, LLC
1452 Hughes Road, Suite 200
Grapevine, TX 76051
aharvey@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

110. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

111. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

112. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

113. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

114. **Schedule and Deadlines.** Subject to court approval, the Parties agree to the following schedule and deadlines.

Event	Deadline
Defendant provides the Settlement Class List to the Settlement/Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiffs shall file the Motion for Final Approval	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Faith Murray

DocuSigned by:
By: *Faith Murray*
953EA62B861D429...

Date: 8/13/2026

Guadalupe Munoz

By: _____

Date: _____

Henry Cherry

By: *Henry Cherry Jr.*
Henry Cherry Jr. (Aug 20, 2026 21:15:46 CDT)

Date: 08/20/2026

Yolanda Cervera Lavenant

By: _____

Date: _____

Vida Y Salud-Health Systems, Inc

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs, Claimant and the Settlement Class

By: *Raina Borrelli*

Date: 08 / 19 / 2026

Counsel for Defendant Vida Y Salud Health Systems, Inc.

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Faith Murray

By: _____

Date: _____

Guadalupe Munoz

By:  _____
Guadalupe Jimenez Munoz, II (Aug 12, 2026 12:36:36 CDT)

Date: 08/12/26

Henry Cherry

By: _____

Date: _____

Yolanda Cervera Lavenant

By: _____

Date: _____

Vida Y Salud-Health Systems, Inc

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs, Claimant and the Settlement Class

By: _____

Date: _____

Counsel for Defendant Vida Y Salud Health Systems, Inc.

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Faith Murray

By: _____

Date: _____

Guadalupe Munoz

By: _____

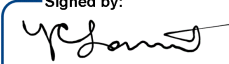
Date: _____

Henry Cherry

By: _____

Date: _____

Yolanda Cervera Lavenant

By:  _____
Signed by:
ECC36DDF787E485...

Date: 8/12/2026

Vida Y Salud-Health Systems, Inc

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs, Claimant and the Settlement Class

By: _____

Date: _____

Counsel for Defendant Vida Y Salud Health Systems, Inc.

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Faith Murray

By: _____

Date: _____

Guadalupe Munoz

By: _____

Date: _____

Henry Cherry

By: _____

Date: _____

Yolanda Cervera Lavenant

By: _____

Date: _____

Vida Y Salud-Health Systems, Inc

By:  _____

Date: 08/17/2026

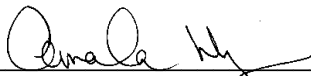
Approved as to form by:

Counsel for Plaintiffs, Claimant and the Settlement Class

By: _____

Date: _____

Counsel for Defendant Vida Y Salud Health Systems, Inc.

By:  _____

Date: 08/19/2026

— EXHIBIT A —

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

***Murray, et al. v.
Vida Y Salud-Health Systems, Inc.***
Case No. 26-01-15726-ZCV,

203rd District Court of Zavala County, TX

**IF YOUR PRIVATE INFORMATION WAS
POTENTIALLY IMPACTED IN THE OCTOBER
2025 VIDA Y SALUD-HEALTH SYSTEMS,
INC., DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND MAY ENTITLE YOU TO
BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

This notice is only a summary. Visit
www.[SettlementWebsite].com
or scan this QR code for
complete information.



First-Class
Mail
US Postage
Paid
Permit # _____

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Why am I receiving this notice? A Settlement has been reached with Vida Y Salud-Health Systems, Inc. ("VSHSI") in a class action lawsuit ("Settlement"). The case is about the October 2025 data security incident affecting VSHSI (the "Data Incident"). VSHSI denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose Private Information was potentially impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident."

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

What are the Settlement benefits? You can claim two years of **Credit Monitoring Services** from CyEx Medical Shield Complete, and one or more of the **cash payment** options.

If you have documented losses you can get back up to **\$3,500**. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to four hours (up to **\$80**). *Instead of any other cash payment*, you can get a one-time **\$50** Alternative Cash Payment. Full details and instructions are available online.

How do I receive a benefit? File your claims online. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

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

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$265,000.00, and \$2,500 for each of the Class Representatives. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

— EXHIBIT B —

293rd District Court for Zavala County, Texas

Murray, et al. v. Vida Y Salud-Health Systems, Inc.

Case No. 26-01-15726-ZCV

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE OCTOBER 2025 VIDA Y SALUD-HEALTH SYSTEMS, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Vida Y Salud-Health Systems, Inc. (“VSHSI” or “Defendant”) in a class action lawsuit. This case is about the data security incident affecting VSHSI in October 2025 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; claims information; diagnosis/conditions; and/or credit card/bank account number.
- The lawsuit is called *Murray, et al. v. Vida Y Salud-Health Systems, Inc.*, Case No. 26-01-15726-ZCV. It is pending in the 293rd District Court for Zavala County, Texas (the “Litigation”).
- VSHSI denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- VSHSI's records indicate that you are a Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from VSHSI.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS.....	4
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Basic Information

1. Why was this Notice issued?

The 293rd District Court for Zavala County, Texas, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Murray, et al. v. Vida Y Salud-Health Systems, Inc.*, Case No. 26-01-15726-ZCV. It is pending in the 293rd District Court for Zavala County, Texas. The people that filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the company they sued, Vida Y Salud-Health Systems, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the October 2025 data security incident affecting VSHSI certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; claims information; diagnosis/conditions; and/or credit card/bank account number.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Faith Murray; Henry Cherry; Gudalupe Munoz; and Yolanda Cervera Lavenant. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States whose Private Information was potentially impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) VSHSI and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Incident.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** and to claim one or more of the **cash payment** options. These benefits are described in more detail below.

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

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

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

CASH PAYMENT OPTIONS

Compensation for Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,500.00**. The losses must have occurred between October 7, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

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

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

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$500,000.00 on monetary settlement benefits. This means that if the total value of monetary benefits claimed is over \$500,000.00, everyone's payments will be reduced pro rata so that they add up to \$500,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina Borrelli of Strauss Borrelli PLLC; Leigh Montgomery of Ellzey Kherker Sanford Montgomery LLP; and Danielle Perry of Mason LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$265,000.00.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by VSHSI.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by VSHSI.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Murray, et al. v. Vida Y Salud-Health Systems, Inc.*, Case No. 26-01-15726-ZCV, pending in the 293rd District Court for Zavala County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Murray, et al. v. Vida Y Salud-Health Systems, Inc.*, Case No. 26-01-15726-ZCV, pending in the 293rd District Court for Zavala County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (6) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court 200 E. Uvalde St., Suite 13, Crystal City, TX 78839	VSHSI Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval hearing on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the 293rd District Court for Zavala County, Texas, at 500 Quarry St., Suite 4, Eagle Pass, TX 78852.

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

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, 200 E. Uvalde St., Suite 13, Crystal City, TX 78839.

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

— EXHIBIT C —

CLAIM FORM AND RELEASE

293rd DISTRICT COURT FOR ZAVALA COUNTY, TEXAS

Murray, et al. v. Vida Y Salud-Health Systems, Inc.

Case No. 26-01-15726-ZCV

VSHSI Data Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

(XXX) XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class as: “All individuals residing in the United States whose Private Information was potentially impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident.”

Excluded from the Settlement Class are: (1) VSHSI and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Breach.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
VSHSI Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** and to claim one or more of the **cash payment** options. These benefits are described in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to claim two (2) years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

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

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

CASH PAYMENT OPTIONS

Compensation for Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,500.00**. The losses must have occurred between October 7, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

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

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

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$500,000.00 on monetary settlement benefits. This means that if the total value of monetary benefits claimed is over \$500,000.00, everyone's payments will be reduced pro rata so that they add up to \$500,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

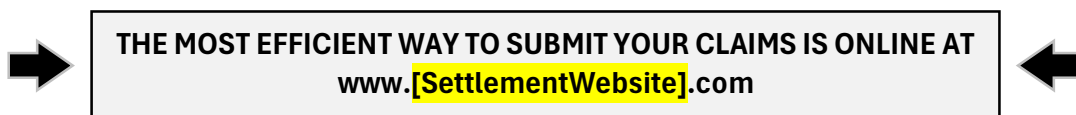
If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

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

By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

By toll-free call: (XXX) XXX-XXXX

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



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

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



If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name

[illegible]

MI

1

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

City

[illegible]

State

--	--

ZIP

--	--	--	--	--

Email Address

[illegible]

Telephone Number

--	--	--	--

Login ID (if known)[illegible]

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Credit Monitoring Services from CyEx Medical Shield Complete.

III. COMPENSATION FOR OUT-OF-POCKET EXPENSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$3,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION V.**

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

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

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

IV. COMPENSATION FOR LOST TIME

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

I spent (select only **one**):

☐ 1 hour (\$20.00)☐ 2 hours (\$40.00)☐ 3 hours (\$60.00)☐ 4 hours (\$80.00)

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.**

VI. PAYMENT SELECTION

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

 PAYPAL

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

VENMO

Telephone number associated with your Venmo account, if different than you provided in Section I:

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

ZELLE

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

--	--	--	--

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

[illegible]

PHYSICAL CHECK

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION AND SIGNATURE

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

Class Member Signature

MM

--	--

DD

--	--

YY

--	--

Please print or type your name on the line above.

— EXHIBIT D —

CAUSE NO. 26-01-15726-ZCV

**FAITH MURRAY, HENRY CHERRY, and
GUADALUPE MUNOZ**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

VIDA Y SALUD-HEALTH SYSTEMS, INC.,

Defendant.

IN THE DISTRICT COURT

ZAVALA COUNTY, TEXAS

293rd JUDICIAL DISTRICT

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

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of a Settlement Agreement between Plaintiffs Faith Murray, Henry Cherry, and Guadalupe Munoz (collectively, “Plaintiffs”), individually and on behalf of the proposed Settlement Class, and Yolanda Cervera Lavenant (“Claimant” and collectively, “Class Representatives” or “Settlement Class Representatives”) and Defendant Vida y Salud-Health Systems, Inc. (“VSHSI” or “Defendant”) that, upon final approval by this Court, settles the above-captioned litigation.

The Court hereby GRANTS preliminary approval of the Parties’ Settlement Agreement dated August 20, 2026 (“Settlement Agreement”), the proposed Short Form Notice, Long Form Notice, and Claim Form, and finds as follows:

The Court has jurisdiction over all claims in this Action and all Parties hereto. This Order is based on Texas law, including but not limited to Rule 42 of the Texas Rule of Civil Procedure. The Court adopts by reference the Settlement Agreement, attached to Plaintiffs’ Unopposed Motion for Preliminary Approval. This Order adopts the definitions in the Settlement Agreement,

and terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.

The Court preliminarily FINDS that the Parties' Settlement, as reflected in the Settlement Agreement, is fair, reasonable, and adequate, and that it is in the best interests of the Settlement Class Members. The Court preliminarily approves the Settlement Agreement, provisionally appoints the Settlement Class Representatives, Class Counsel, and Settlement Administrator, and ORDERS that the Parties should commence providing notice of the Settlement to Settlement Class Members in accordance with the procedures proposed in the Settlement Agreement.

WHEREAS, this class action arises out a data incident wherein, between October 7 and October 8, 2025, unauthorized third parties accessed Defendant's information systems (the "Data Incident"). As a result of the Data Incident, approximately 7,000 current and former patients' personally identifiable information ("PII") as well as protected health information ("PHI" collectively, "Private Information") was impacted.

WHEREAS, the Settlement Agreement is the result of the arm's-length and non-collusive settlement discussions and is intended to memorialize the terms of the Parties' settlement, contingent on this Court's final approval. The Parties have agreed to settle this action, according to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

WHEREAS, Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome

from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class and ask the Court to preliminarily approve the Settlement.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby **ORDERED** that Plaintiffs' Unopposed Motion for Preliminary Approval is granted as set forth herein.¹

1. Class Certification for Settlement Purposes Only. For settlement purposes only and pursuant to Rule 42 of the Texas Rule of Civil Procedure, the Court provisionally certifies a Settlement Class in this matter, defined as follows:

Settlement Class

All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident.

The Settlement Class specifically excludes: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable, (b) there are

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

questions of law and fact common to the Settlement Class, (c) the claims and defenses of the Settlement Class Representatives are typical of the claims and defenses of the Settlement Class Members, (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class, (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members, and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. Settlement Class Representatives and Settlement Class Counsel.

Plaintiffs Faith Murray, Henry Cherry, and Guadalupe Munoz, and Claimant Yolanda Cervera Lavenant are hereby provisionally designated and appointed the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Raina C. Borrelli of Strauss Borrelli PLLC, Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP, and Danielle L. Perry of Mason & Perry LLP.

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

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held, subject to court approval, on _____, 2026 at _____, via Zoom [and/or] in the _____
293rd Civil District Court in Zavala County, Texas

_____ to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Rule 42 of Texas Rules of Civil Procedure; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Rule 42(e) of Texas Rules of Civil Procedure; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; (f) the motion of the Settlement Class Representatives for Service Award (the "Service Award Request") should be approved; and (g) the class definition in the operative complaint should be deemed amended to match the Settlement Class definition in the approved Settlement. Plaintiffs' Motion for Attorneys' Fees, Costs, and Plaintiffs' Service Award shall be filed at least 14 days prior to Settlement Class Members' deadline to object or opt-out of the Settlement. Plaintiffs' Motion for Final Approval of the Settlement, Service Award Request, and Fee Request shall be filed with the Court at least 14 days prior to the Final Approval Hearing. The Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request in conformance with the Court's standing order for reply briefs.

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

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Short-Form Notice, Long-Form Notice, and Claim Form attached to the Settlement Agreement as **Exhibits A-C** satisfy the requirements of Texas Rule of Civil Procedure 42(e), provide the best notice practicable under the circumstances, and are hereby approved. The Parties may make non-material modifications to these Exhibits without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **30 days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall complete the Notice Program in the manner set forth in Section V of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and Section V of the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class, (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object

to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement, (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice, and (d) the Court concludes that the Notice Program meets all applicable requirements of law, including Texas Rule of Civil Procedure Rule 42, and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. Exclusion from Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **30 Days before the initial scheduled Final Approval Hearing** (the “Opt-Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

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

valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. Objections and Appearances. A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is filed with the Court by the Objection Deadline and postmarked by no later than **30 Days before the initial scheduled Final Approval Hearing** (the “Objection Deadline”), as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 69 of the Settlement Agreement, which include:

- (i) the name of the Action;
- (ii) the Settlement Class Member’s full name and current mailing address;
- (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- (iv) the identity of any attorneys representing the objector;
- (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and
- (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph shall be deemed to have waived and forfeited any and all rights he or she may have to object, and

shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

11. Claims Process and Distribution and Allocation Plan. Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for Settlement Benefits described in Section IV of the Settlement Agreement and directs that the Settlement Administrator prepare to effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. Termination of Settlement. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective

positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. Use of Order. This Order shall be null and void and of no force or effect if Final Order and Judgment is not entered or there is no Effective Date. In such event, this Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any negligence, fault, wrongdoing, omission, assertion, fact, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

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

15. Continuance of Hearing. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

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

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+15 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-45 days prior to the initially schedule Final Approval Hearing
Objection Deadline	-30 days prior to the initially schedule Final Approval Hearing
Opt-Out Deadline	-30 days prior to the initially schedule Final Approval Hearing
Claims Deadline	+90 days after Notice Deadline
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
	_____ (no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order)
Motion for Final Approval	-14 Days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 22
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+30 days after Effective Date
Distribution of Settlement Relief	+20 days after the Effective Date or +45 days after all conditions met pursuant to ¶ 58(a), whichever is later
Settlement Website Deactivation	+60 days after the Effective Date

IT IS SO ORDERED this ____ day of _____, 2026

JUDGE PRESIDING

APPROVED AS TO FORM:

/s/

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Systems, Inc.*

— EXHIBIT E —

CAUSE NO. 26-01-15726-ZCV

**FAITH MURRAY, HENRY CHERRY, and
GUADALUPE MUNOZ**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

VIDA Y SALUD-HEALTH SYSTEMS, INC.,

Defendant.

IN THE DISTRICT COURT

ZAVALA COUNTY, TEXAS

293rd JUDICIAL DISTRICT

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Faith Murray, Henry Cherry, and Guadalupe (collectively, "Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Yolanda Cervera Lavenant ("Claimant" and collectively, "Class Representatives" or "Settlement Class Representatives"), and Defendant Vida y Salud-Health Systems, Inc. ("VSHSI" or "Defendant") as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Texas Rule of Civil Procedure 42(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS _____ day of _____, 2026,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Class Action Petition that Defendant failed to safeguard and protect approximately 7,000 current and former patients' personally identifiable information and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On _____, 2026, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointing Class Representatives as the Settlement Class Representatives, and appointing Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Texas Rules of Civil Procedure 42, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting VSHSI on or around October 2025, including all those who received notice of the Data Incident.

The Settlement Class specifically excludes: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to Texas Rule of Civil Procedure 42(e)(2), grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Texas Rule of Civil Procedure 42.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.
- b. Defendant to pay all Notice and Settlement Administration costs.
- c. Defendant to pay a Court-approved amount not to exceed \$265,000 for attorneys' fees and reasonable litigation costs and expenses.
- d. Defendant to pay Service Awards not to exceed \$2,500 to each of the Class Representatives.

8. The Court, having reviewed and considered the motion for attorneys' fees, costs, and service awards, grants the same and grants the relief set forth below:

- a. Plaintiffs' request for attorneys' fees and litigation costs in the amount of \$265,000 is granted.
- b. Plaintiffs' request for service awards in the amount of \$2,500 per Class Representative (\$10,000 in total) is granted.

9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiffs have been provided to

Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice as therein ordered constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Texas Rule of Civil Procedure 42(c)(2)(B).

12. As of the final date of the Opt-Out Period, ____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

13. As of the final date of the Objection Period, ____ potential Settlement Class Members have submitted a valid objection to the Settlement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Administrator shall implement the Settlement in the manner and time frame as set forth therein.

16. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons as defined in the Settlement Agreement.

17. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

18. In accordance with Tex. R. Civ. P. 42, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this ____ day of _____, 2026.

JUDGE PRESIDING

APPROVED AS TO FORM

/s/

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