

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

LARKIE BATES, MAE CARTER, AMANDA DAWSON, BERT HARDY, NAQUITA RAWLS, DANA RYALS, and LA'ASIA TRENT, individually, and on behalf of all others similarly situated, Plaintiffs, v. WAYNE MEMORIAL HOSPITAL AUXILIARY, INC. d/b/a WAYNE MEMORIAL HOSPITAL, Defendant.	No. SUCV2025000239
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SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a hospital with healthcare facilities in Blackshear, Jesup, and Ludowici, Georgia.

2. In the ordinary course of business, Defendant collects and stores sensitive Private Information belonging to its patients.

3. On or about June 3, 2024, Defendant discovered an unauthorized third-party cybercriminal had infiltrated Defendant's computer network. Upon investigation, it was

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

discovered that the unauthorized actor obtained access to Defendant's network from May 30, 2024, to June 3, 2024, which may have resulted in unauthorized access to certain files on Defendant's systems that contained the Private Information of approximately 163,440 individuals.

4. Defendant began sending notification letters to those individuals on about August 27, 2025.

5. Shortly thereafter, Plaintiffs filed separate putative class action lawsuits in the State Court of Wayne County and the Superior Court of Wayne County concerning the Data Incident.

6. After conferring, Plaintiffs in the various actions decided to work cooperatively and litigate the action collectively in this Action. All related cases not before this Court were then transferred to this Court, and Plaintiffs filed a Motion to Consolidate and Appoint Interim Co-Lead Class Counsel and Liaison Counsel, which the Court granted on December 4, 2025.

7. Plaintiffs filed their Consolidated Class Action Complaint on January 23, 2026.

8. Thereafter, in an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing a potential settlement and scheduled mediation with experienced mediator, Bruce Friedman of JAMS.

9. In advance of mediation, Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

10. The Parties participated in mediation on May 12, 2026. After arms-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this classwide Settlement.

11. The Parties now agree to settle the Action entirely, without any admission of

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

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

II. Definitions

12. “**Action**” means the consolidated class action lawsuit entitled: *Bates, et al., v. Wayne Memorial Hospital Auxiliary, Inc. d/b/a Wayne Memorial Hospital*, Case No. SUCV2025000239 (Wayne County Sup. Ct., Ga.).

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

between Plaintiffs and Defendant, including all exhibits.

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

15. **“Cash Payment”** means Cash Payment A and Cash Payment B.

16. **“Cash Payment A - Documented Losses”** means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members who incurred documented losses may elect under Section V herein.

17. **“Cash Payment B – Alternate Cash”** means the Settlement Class Member Benefit that Settlement Class Members may elect under Section V herein, consisting of an estimated cash payment of \$25, which will be reduced *pro rata* if the amount of Valid Claims exceeds the Settlement Cap.

18. **“Claim”** means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

19. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

20. **“Claim Form Deadline”** shall be 90 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

21. **“Claimant”** means an individual who submits a Claim Form.

22. **“Claim Process”** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the

procedure to approve or reject Claims.

23. **“Class Counsel”** means Leanna A. Loginov of Shamis & Gentile P.A., Laura Van Note of Cole & Van Note, Casondra Turner of Milberg, PLLC, and Daniel Srourian of Srourian Law Firm.

24. **“Class List”** means the list of Settlement Class Members’ names, last known emails, and/or last known mailing addresses, as reasonably available to Defendant.

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

26. **“Complaint”** means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on January 23, 2026.

27. **“Court”** means the Superior Court of Wayne County, Georgia and the Judge(s) assigned to the Action.

28. **“Credit Monitoring”** means the two years of single bureau credit monitoring through CyEx or an equivalent service all Settlement Class Members will automatically be entitled to receive pursuant to the terms of the Settlement.

29. **“Data Incident”** means the cybersecurity incident involving the Defendant resulting in the unauthorized access to Settlement Class Members’ Private Information that occurred from approximately May 30, 2024 to June 3, 2024.

30. **“Defendant”** means Wayne Memorial Hospital Auxiliary, Inc. d/b/a Wayne Memorial Hospital.

31. **“Defendant’s Counsel”** means David M. Ross and Matthew N. Foree of Wilson Elser LLP.

32. **“Effective Date”** means the day after the entry of the Final Approval Order,

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

33. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed to Settlement Class Members for which email addresses are maintained by Defendant.

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

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

36. “**Final Approval Order**” means the final order, substantially in the form attached hereto as *Exhibit 6*, that the Court enters granting Final Approval of the Settlement.

37. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

38. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award.

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

with the Court seeking Preliminary Approval of the Settlement.

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

41. **“Notice Date”** means 25 days after the Court’s entry of the Preliminary Approval Order.

42. **“Notice Program”** means the methods provided for in this Agreement that may be used for giving Notice to the Settlement Class and consists of Email Notice, Postcard Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement telephone line.

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

44. **“Objection Deadline”** means 60 days after the Notice Date.

45. **“Opt-Out Deadline”** means 60 days after the Notice Date.

46. **“Party”** means the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant, collectively.

47. **“Plaintiffs”** means Larkie Bates, Mae Carter, Amanda Dawson, Bert Hardy, Naquita Rawls, Dana Ryals, and La’Asia Trent.

48. **“Postcard Notice”** means the postcard form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that will be distributed to Settlement Class Members for which postal addresses are maintained by Defendant.

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

50. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

51. **“Private Information”** means the information collected by Defendant and impacted in the Data Incident which includes, names, dates of birth, Social Security numbers, patient account numbers, medical record numbers, Medicare or Medicaid numbers, health insurance member numbers, cost of treatments, diagnoses or treatments or procedure information, dates of admission/treatment, treatment locations, and healthcare provider names.

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

53. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including claims for declaratory judgment or declaratory relief, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, based on, relating to, concerning, or arising out of the Data Incident and the allegations, circumstances, or facts described in the Complaint.

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

55. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, board of trustees, consultants, directors, employees, independent contractors, insurers, reinsurers, joint venturers, officers, owners, shareholders, partners, representatives, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them.

56. **“Settlement Administrator”** means CPT Group, Inc.

57. **“Service Awards”** means the monetary awards that Class Counsel will request the Court approve for the Plaintiffs who serve as the Class Representatives, not to exceed \$2,500.00 per Class Representative or up to \$17,500.00 total.

58. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

59. **“Settlement Cap”** means the cap on funds to be paid by or on behalf of Defendant in an amount not to exceed \$300,000.00 for Cash Payment B - Alternate Cash awards. If the Settlement Cap is exceeded, the Cash Payment B - Alternate Cash awards will be reduced *pro rata* until the Settlement Cap is no longer exceeded.

60. **“Settlement Class”** means all persons whose Private Information was accessible because of the Data Incident which occurred from approximately May 30, 2024 to June 3, 2024. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) any Settlement Class Member who timely opts-out of the Settlement.

61. **“Settlement Class Member”** means any member of the Settlement Class.

62. **“Settlement Class Member Benefits”** means the Cash Payment that Settlement

Class Members may elect under the Settlement and the Credit Monitoring that all Settlement Class Members will automatically receive as part of the Settlement.

63. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Certification of the Settlement Class

65. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely

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

IV. Settlement Consideration

66. Defendant has agreed to pay, or cause to be paid, for the following: (a) Cash Payments; (b) Credit Monitoring; (c) Settlement Administration Costs; and (d) any Court-awarded attorneys' fees, costs, and Service Awards.

67. All Settlement Class Members may elect to file a Claim for Cash Payment A – Documented Losses and Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members will automatically be entitled to receive Credit Monitoring.

a. Cash Payment A - Documented Losses

All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity as a result of the Data Incident. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss was incurred on or after the date of the Data Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in

support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

b. **Cash Payment B - Alternate Cash Payment** – In lieu of submitting a Claim for Cash Payment A – Documented Losses, Settlement Class Members may elect to claim Cash Payment B – Alternate Cash, which is a cash payment in the estimated amount of \$25.00, which does not require any documentation. Cash Payment B – Alternate Cash Payment awards shall not exceed the \$300,000.00 Settlement Cap. If the Settlement Cap is exceeded, the Cash Payment B – Alternate Cash Payment awards will be reduced *pro rata* until the Settlement Cap is no longer exceeded.

c. **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, all Settlement Class Members are entitled to receive two years of single bureau credit monitoring through CyEx or an equivalent service. The monitoring will also include \$1,000,000.00 of identity theft insurance. Settlement Class Members will receive an enrollment code with the Notices, which will become effective after final approval.

d. **Settlement Administration Costs**

Defendant shall be responsible for the payment of all Settlement Administration Costs and Defendant shall enter into a separate agreement with the Settlement Administrator for those costs.

V. Settlement Approval

68. Plaintiffs shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve CPT Group, Inc. as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Process set forth herein and approve the Claim Form; (6) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (7) appoint Plaintiffs as Class Representatives and Leanna A. Loginov, Laura Van Note, Casondra Turner, and Daniel Srourian as Class Counsel; (8) stay the Action pending Final Approval of the Settlement and enjoin Releasing Parties from commencing or continuing any Released Claims against any Released Parties pending Final Approval; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

69. The Parties agree that, subject to Court approval, CPT Group, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Georgia Constitution.

70. The Settlement Administrator shall administer various aspects of the Settlement as

described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and overseeing the distribution of Settlement Class Member Benefits.

71. The Settlement Administrator's duties include:
- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members and overseeing the Claim Process;
 - b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
 - c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
 - e. Responding to any mailed Settlement Class Member inquiries;
 - f. Processing all opt-out requests from the Settlement Class;
 - g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
 - h. In advance of the Final Approval Hearing, preparing a declaration for the

Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

j. Collecting from Defendant the cash necessary to pay Valid Claims for Cash Payments and to pay for Credit Monitoring;

k. Distributing Cash Payments and ensuring Credit Monitoring was properly provided to Settlement Class Members who submit Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

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

72. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 15 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List so the Settlement Administrator can accomplish the Notice Program and otherwise administer the Settlement.

73. Within 25 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Email Notices to all Settlement Class Members for which email addresses are maintained by the Settlement Administrator and Postcard Notices to all other

Settlement Class Members for which physical addresses are maintained by the Settlement Administrator.

74. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Settlement Administrator shall use its best efforts to find better addresses for those Settlement Class Members whose Email Notices and/or Postcard Notices are undeliverable. Postcard Notices shall be remailed to those Settlement Class Members for which the Settlement Administrator is able to identify better addresses. The Notices will also include information about Credit Monitoring and how those Settlement Class Members who do not opt-out of the Settlement may activate the monitoring following the Effective Date.

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

Administrator.

76. The Email Notice and Postcard Notice shall direct Settlement Class Members to the Settlement Website to review the Long Form Notice to learn more about the Settlement, how to opt-out of, or object to the Settlement.

77. The Long Form Notice also shall include the procedure on how to opt-out of the Settlement. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed (signed physically or by e-signature) by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Class Members or multiple Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Class Member that seeks to opt-out will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

78. If more than 3% of Settlement Class Members submit a timely opt-out request, Defendant may void this Settlement Agreement by notifying Class Counsel in writing within 10 days of the Opt-Out Deadline. If Defendant voids this Agreement under this paragraph (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement shall have no further force and effect with

respect to the Parties and shall not be used in the Action 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*; and (c) Defendant shall be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Service Awards to Plaintiffs, and shall not, at any time, seek recovery of the same from any other party to the Action or from counsel to any other party to the Action.

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

80. For an objection to be considered by the Court, the objection must also set forth:

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

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. whether the objector and/or the objector's counsel used Artificial Intelligence (AI) to assist in drafting their objection and, if so, which platform they used;

g. whether the objector and/or the objector's counsel will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or

objector's counsel. This includes taking depositions and requesting documents.

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

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

82. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

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

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

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

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

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

87. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation needed can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation,

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

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

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

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

- a. The Settlement Administrator shall have 15 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

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

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

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

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

92. The Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay for the Cash Payments and for Credit Monitoring no later than 10 days after the Effective Date. The Defendant must pay the Settlement Administrator the amount on the invoice within 30 days of the receipt of the invoice and prior receipt of necessary payment and W9 information. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 45 days after the Effective Date. Settlement Class Members will be able to activate the Credit Monitoring service no later than 45 days after the Effective Date.

93. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will elect their desired form of payment on the Claim

Form. Settlement Class Members will have a period of 120 days to negotiate paper checks. Funds for any uncashed Settlement Class Member Benefit checks shall be returned to Defendant following the expiration of the 120-day negotiation period. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds.

IX. Final Approval Order and Final Judgment

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

95. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs and Service Award. Such proposed Final Approval Order shall, among other things:

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

X. Attorneys' Fees, Costs and Service Award

96. ***Service Awards*** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in the amount not to exceed \$2,500 each. The Service Award payment to the Class Representative shall be separate and apart from their entitlement to Settlement Class Member Benefits. Within 30 days of the Effective Date and prior receipt of W9 and payment instructions, Defendant shall pay or cause to be paid the Court-approved Service Awards to the Settlement Administrator for onward remittance to

Class Counsel.

97. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to \$525,000.00. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Within 30 days of the Effective Date and prior receipt of W9 and payment instructions, Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to the Settlement Administrator for onward remittance to Class Counsel.

98. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XI. Releases

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section VI and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. Defendant was not eligible to or did not exercise any termination rights as

provided herein;

d. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

e. The Effective Date has occurred.

103. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

XIII. Effect of Termination

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

106. In the event the Settlement is terminated in accordance with the provisions of this

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

XIV. No Admission of Liability

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

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

109. This Agreement constitutes a compromise and settlement of disputed claims. No

action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

XV. Miscellaneous Provisions

112. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so.

This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, auditors, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

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

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

116. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

117. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this

Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

118. **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.

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

120. **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 Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

121. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

Leanna A. Loginov
Shamis & Gentile P.A.
14 NE 1st Ave., Suite 705
Miami, Florida 33132

Laura Van Note
Cole & Van Note
555 12th Street, Suite 2100
Oakland, California 94607

Casondra Turner
Milberg, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303

Daniel Srourian
Srourian Law Firm, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210

If to Defendant or Defendant's Counsel:

David M. Ross
Wilson Elser LLP
1500 K Street, NW, Suite 330
Washington, DC 20005

Matthew N. Foree
Wilson Elser LLP
3348 Peachtree Rd. NE, Suite 1400
Atlanta, GA 30326

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

123. **Modification and Amendment.** This Agreement may not be amended or modified,

except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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

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

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

127. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and

settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to fully resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

Signatures on Following Page

CLASS COUNSEL (for Plaintiffs)

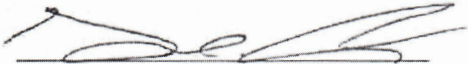
Leanna A. Loginov
SHAMIS & GENTILE P.A.

Laura Van Note
COLE & VAN NOTE

Casondra Turner
MILBERG, PLLC

Daniel Srourian
SROURIAN LAW FIRM, P.C.

**WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**



By:

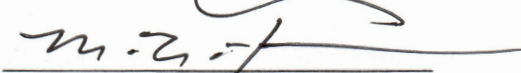
Its: CFO

**COUNSEL FOR WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**



August 3, 2026

David M. Ross
WILSON ELSE LLP



Matthew N. Force
WILSON ELSE LLP

CLASS COUNSEL (for Plaintiffs)

Leanna A. Loginov
SHAMIS & GENTILE P.A.

Laura Van Note

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COLE & VAN NOTE

Casondra Turner
MILBERG, PLLC

Daniel Srourian
SROURIAN LAW FIRM, P.C.

**WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**

By:
Its:

**COUNSEL FOR WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**

David M. Ross
WILSON ELSER LLP

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Leanna Loginov

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Its:

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D/B/A WAYNE MEMORIAL HOSPITAL**

David M. Ross
WILSON ELSEER LLP

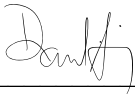
Matthew N. Foree
WILSON ELSEER LLP

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Leanna A. Loginov
SHAMIS & GENTILE P.A.

Laura Van Note
COLE & VAN NOTE

/s/ Casondra Turner 8/4/2026
Casondra Turner
MILBERG, PLLC

 8/4/2026
Daniel Srourian
SROURIAN LAW FIRM, P.C.

**WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**

By:
Its:

**COUNSEL FOR WAYNE MEMORIAL HOSPITAL AUXILIARY
D/B/A WAYNE MEMORIAL HOSPITAL**

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