

**STATE OF MARYLAND
CIRCUIT COURT FOR BALTIMORE COUNTY**

ANTHONY K. RAGIN, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

LIFEBRIDGE HEALTH, INC.

Defendant.

Case No. C-03-CV-25-001661

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of September 23, 2025 is entered into between Plaintiff Anthony K. Ragin, on behalf of himself and the Settlement Class, on the one hand, and Defendant LifeBridge Health, Inc. on the other hand. 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. Background

1. Defendant LifeBridge Health Inc., a non-profit Maryland corporation, is the holding company for four local hospitals and other affiliated business entities within the State of Maryland.

2. In the course of operating its business, Defendant maintains personally identifiable information and personal health information pertaining to its patients.

3. On or about November 12, 2024, Defendant discovered that Private Information (as defined herein) had been potentially accessed by an unknown and unauthorized third-party intermittently between August 27, 2024-September 21, 2024.

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

4. On April 1, 2025, Defendant began sending out notice letters to affected persons, informing them that their Private Information may have been accessed during the Data Incident.

5. Plaintiff filed his Class Action Complaint on April 10, 2025.

6. Thereafter, Settlement Class Counsel conducted extensive research how the breach occurred, the type of information involved, the demographics of the Class and other related issues.

7. The Parties agreed to mediate with Bennett Picker prior to Defendant filing a response to the Complaint. Mr. Picker is a well-respected and experienced mediator. Thereafter, the Parties entered into a litigation stay to conserve resources and preserve the status quo.

8. In advance of the mediation, Plaintiff propounded informal discovery requests to learn as much as possible in advance of mediation. The Parties also exchanged mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

9. The Parties mediated on June 26, 2025, and after completing arms-length negotiations, agreed upon the material terms of a settlement.

10. 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 of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as

an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

II. Definitions

16. “Action” means the lawsuit entitled: *Anthony K. Ragin v. LifeBridge Health, Inc.* Case No. C-03-CV-25-001661, filed in the State of Maryland, Circuit Court for Baltimore County.

17. “Application for Attorneys’ Fees, Costs, and Service Award” means the application made with the Motion for Final Approval seeking a Service Award for the Class Representative and Settlement Class Counsel’s attorneys’ fees and reimbursement for costs.

18. “Cash Payment” means compensation paid to Settlement Class Members who submit a valid Claim.

19. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class members, who incurred documented losses, may elect under Section V herein.

20. “Cash Payment B” means the Settlement Class Member Benefit consisting of a cash payment that Settlement Class Members may elect under Section V herein.

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

22. “Claim Form” means the proof of claim, substantially in the form attached hereto

as *Exhibit 3*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

23. "Claim Form Deadline" shall be 60 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.

24. "Claimant" means a Settlement Class Member who submits a Claim Form.

25. "Class List" means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class's names, postal address (if available), and telephone number (if available).

26. "Complaint" means the Class Action Complaint filed in the Action on April 10, 2025.

27. "Court" means the Circuit Court for Baltimore County, and the Judge(s) assigned to the Action.

28. "Data Incident" means the alleged incident that was discovered on or around November 12, 2024, in which unauthorized third parties had the opportunity to potentially gain access to Settlement Class Members' Private Information from Defendant's systems.

29. "Defendant" means LifeBridge Health, Inc.

30. "Defendant's Counsel" means Elizabeth A. Scully of BakerHostetler.

31. "Effective Date" means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order, (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the

Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand) or (iii) the date of final dismissal of any appeal, other than an appeal or appeals solely with respect to the Fee Award or Service Award, or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

32. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

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

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

35. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Settlement Class Counsel.

36. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be

available to Settlement Class Members by mail on request made to the Settlement Administrator.

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

38. “Motion for Preliminary Approval” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

39. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Settlement Administration Costs; (ii) any Service Awards approved by the Court; and (iii) any Attorneys’ Fees, Costs, and Expenses approved by the Court

40. “Notice” means the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiff and Settlement Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. “Notice Date” means the date on which the Settlement Administrator commences sending out the Email Notice or Postcard Notice, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

42. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and 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 Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

45. “Opt-Out Period” means the period that begins the day after the earliest day on

which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

46. “Party” means each of the Plaintiff and the Defendant, and “Parties” means Plaintiff and Defendant collectively.

47. “Plaintiff” means Anthony K. Ragin.

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

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 as an exhibit to the Motion for Preliminary Approval.

50. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

51. “Private Information” means Settlement Class Members’ information that may have been exposed in the Data Incident, which may include names, and one or more of the following: dates of birth, dates of service, Social Security numbers, postal addresses, medical record numbers, health insurance information, and/or limited treatment information.

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

53. “Released Claims” means the claims described in Section XIII of this Agreement.

54. “Released Parties” means LifeBridge Health, Inc. and all of its past, present, and future parent companies, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, trustees, officers, executives, officials, employees, agents, servants, contractors, principals, stockholders, heirs,

agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person or entity acting on a Released Party's behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

55. "Releasing Parties" means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

56. "Service Award" shall mean the payment the Court may award the Plaintiff for serving as the Settlement Class Representative.

57. "Settlement Administrator" means CPT Group.

58. "Settlement Administration Costs" means all costs and fees of the Settlement

Administrator regarding Notice and settlement administration.

59. “Settlement Class” means all persons in the United States whose Private Information was potentially compromised as a result of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of Defendant, (b) governmental entities, (c) the Court, the Court’s immediate family, and Court staff and (d) individual who timely and validly opts-out of the Settlement; and (e) any 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.

60. “Settlement Class Counsel” means: Scott Cole of Cole & Van Note.

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

62. “Settlement Class Member Benefit” means Cash Payment A and Cash Payment B, elected by Settlement Class Members.

63. “Settlement Class Representative” means Plaintiff Anthony K. Ragin.

64. “Settlement Fund” means the following: (1) the non-reversionary cash fund that shall be established by Defendant in the amount of \$575,000, plus all interest earned thereon.

65. “Settlement Payment” means the total payment of \$575,000 to be made by Defendant for deposit into the Escrow Account according to the schedule and under the terms set forth in this Agreement. The Settlement Payment represents the total extent of Defendant’s monetary obligations under this Agreement

66. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the

Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service 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 six months after Final Approval.

67. "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. Settlement Fund

68. Within 30 days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and a W-9 form), Defendant shall deposit or cause to be deposited \$50,000 into the Escrow Account to allow the Settlement Administrator to pay Settlement Administration Costs. Within seven days after the Effective Date, Defendant shall deposit or cause to be deposited \$525,000 into the Escrow Account.

69. Under no circumstances shall Defendant be obligated to pay or cause to be paid more than \$575,000. No funds shall revert back to Defendant, except in the event this Agreement

is voided, cancelled, or terminated, as described in Paragraph 126-131 in this Agreement.

70. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim, (2) any Service Award awarded to Class Representative, (3) any attorneys' fees and costs awarded to Settlement Class Counsel and (4) all Settlement Administration Costs.

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

72. Other than the payment of the Settlement Fund monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement

Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

73. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Settlement Class Representative and Settlement Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to those who paid the Settlement Payment; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

IV. Certification of the Settlement Class

74. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. 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. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Settlement Class Counsel shall not reference and may not rely on this Agreement in support of any subsequent motion for class certification of any class in the Action or any other lawsuit.

V. Settlement Consideration

75. Each Settlement Class Member may qualify for a Cash Payment, described herein. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentment of Documented Losses related to the Data Incident. To receive a Documented Loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or, if his or her Claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected, and the Settlement Class Member will only receive Cash Payment B (detailed below). To ensure full compensation for Settlement Class Members with document losses before allocation of remaining funds, payments to Cash Payment A Claimants will be given priority over Claimants for a Pro Rata Payment (Cash Payment B, described below) (i.e., the Net Settlement Fund will first be reduced by the aggregate amount of Settlement Class Members making claims to the Documented Loss Fund, with all available remaining funds in the Net Settlement Fund to be, thereafter, allocated among all Settlement Class Members who submit a valid Claim Form).

b. Cash Payment B – Flat Cash Payment

All Settlement Class Members, including Settlement Class Members who elected Cash Payment A, shall also receive Cash Payment B. Cash Payment B is a flat cash payment representing a *pro-rata* share of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims. Each share of Cash Payment B is nominally valued at \$100.00 (subject to *pro-rata* increase/decrease, based upon total Claim submission).

76. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

77. **Business Practice Changes** – Defendant has undertaken reasonable steps to further secure its systems and environments, which are estimated to cost Defendant \$200,000 annually. Plaintiff has received assurances that Defendant will continue to take reasonable steps to secure its systems and environments and that these efforts are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information. Defendant has paid and will continue to pay the costs of these security enhancements separate and apart from the cash component paid to Class Members.

VI. Settlement Approval

78. Upon execution of this Agreement by all Parties and Settlement Class Counsel, Settlement Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the Motion for Preliminary Approval and shall be in a form

agreed to by Settlement Class Counsel and Defendant.

79. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Settlement Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

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

81. 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, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

82. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from

individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class and promptly provide to Settlement Class Counsel and Defendant's counsel copies thereof;

h. Provide weekly reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices 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;

i. Make available for inspection by Settlement Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

j. Within seven days after the Opt-Out Deadline, the Settlement Administrator

shall provide the Settlement Class Counsel and Defendant's Counsel a complete and final list of all Opt-Outs and a copy of all objections submitted;

k. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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;

l. Distribute, out of the Net Settlement Fund, Cash Payments by electronic means or by paper check;

m. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

n. Pay Settlement Administration Costs out of the Settlement Fund following approval by Settlement Class Counsel and Defendant's Counsel;;

o. Pay any required taxes out of the Settlement Fund; and

p. Any other Settlement Administration function at the instruction of Settlement Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

83. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VIII. Notice to the Settlement Class

84. Defendant will make available to the Settlement Administrator the Class List no later than 7 days after entry of the Preliminary Approval Order.

85. Within 20 days following the entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by email for all Settlement Class Members for whom Defendant possesses an email address. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

86. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form, the Claim Form Deadline, the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class, the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service 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. Settlement 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.

87. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated, with the URL/domain name of the website address to be

agreed upon by the Parties. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims 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.

88. **Opt-Outs** – The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Settlement Class Members cannot opt-out by telephone or by email. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed. Any such purported opt-out request(s) shall be void, and the Settlement Class Member(s) who is or are the subject of such purported opt-out requests shall be treated as a Participating 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 opt-out request in accordance with the provisions of paragraph 95 of this Agreement. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

89. **Objections** – The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Settlement Class Counsel, Defendant’s Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

90. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of this Litigation (*Anthony K. Ragin v. LifeBridge Health, Inc.* Case No. C-03-CV-25-001661);
 - b. the objector’s full name, mailing address, telephone number, and email address (if any);
 - c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
 - d. 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;
 - e. the identity of all counsel who represent the objector, including any former

or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

f. 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 5 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 5 years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

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

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

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

91. Settlement Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

92. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that

can be utilized for such purpose. Within five days after the Settlement Administrator's receipt of any Postcard Notices, the Settlement Administrator shall re-mail the Post Card Notice using any forwarding address provided by the USPS. The Settlement Administrator shall have no obligation to make further attempts to locate or send Summary Notice to Proposed Settlement Class Members whose Summary Notices is returned by the USPS a second time. In order to provide additional time for Settlement Class Members who are re-mailed a Postcard Notice pursuant to this Paragraph, the Parties have extended the Claims Deadline, Claims Period, Opt-Out Period, and Objection Deadline for all Proposed Settlement Class Members an additional fifteen (15) days from the original deadlines.

93. The Notice Program shall be completed no later than 75 days after the Notice Date.

IX. Claim Form Process and Disbursement of Cash Payments

94. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

95. 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.

96. 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.

97. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

98. 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.

99. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation

can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Settlement Class Counsel otherwise agree.

100. 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.

101. 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 10 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

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 for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Settlement 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.

102. 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 Settlement Class Counsel or Defendant's Counsel. Additionally, Settlement 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.

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

104. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

105. Cash Payments to Settlement Class Members will be made electronically or by paper check, and their selection of payment method will be made on their submitted claim form. Settlement Class Members provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

X. Final Approval Order and Final Judgment

106. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also may 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 Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

107. 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 any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties 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 Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Award, Attorneys' Fees and Costs

108. **Service Award** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Settlement Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,500. If approved, the Service Award shall be paid by the Settlement Administrator out of the Settlement Fund within five days of the Effective Date. The Service Award payment to the Class Representative shall be separate and apart from his entitlement to benefits from the Settlement Fund.

109. **Attorneys' Fees and Costs** – Settlement Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Settlement Class Counsel, within ten days of the Effective Date.

110. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Award, and if the Court denies the application or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement. The amount and timing of the Attorneys' Fees and Costs award and any Service Award are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

111. Should the Court award less than the amount sought by Settlement Class Counsel for either the Attorneys' Fees and Costs award or the Service Awards, the difference in the amount sought and the amount ultimately awarded shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

112. Settlement Class Counsel agree to hold Defendant harmless from any claim regarding the division of any Fee Award, and any claim that the term "Settlement Class Counsel" fails to include any counsel, person, or firm who claims that they are entitled to a share of any award of attorneys' fees, costs, and expenses in this Action.

113. Beyond making the payments into the Escrow Account in the total amount of \$575,000 as addressed in paragraphs 68-69, Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of any Fee Award or any Service Awards. To the extent the Effective Date does not occur, Plaintiffs shall have no right to receive any Service Awards and Settlement Class Counsel shall have no right to receive any Fee Award.

XII. Disposition of Residual Funds

114. The Settlement is designed to exhaust the Settlement Fund. In the event there are

funds remaining from uncashed checks in the Settlement Fund 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court. The Parties agree to propose the Center for Urban Families as the *cy pres* recipient.

XIII. Releases

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

116. As of the Effective Date, the Releasing Parties shall automatically be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties of, any and all liabilities, rights, claims, actions, causes of action, demands, damages, expenses, costs, indemnities, attorneys' fees and/or obligations, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, accrued or unaccrued, legal, statutory, or equitable, of every nature and description whatsoever, based on any federal, state and/or local law, statute, ordinance, regulation, common law, or any other source of law, contract, tort, or any other theory whatsoever, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate in any way to (a) the Data Incident; (b) Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information; or (c) any of the alleged operative facts and violations of laws or regulations cited in the Complaint or the Action. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, instituting,

prosecuting, maintaining, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction or forum (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

117. The Released Claims include the release of Unknown Claims. “Unknown Claims” means any of the Released Claims that could have been raised in the Action that result from, arise out of, are based upon, or relate in any way to) the Data Incident; (b) Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Private Information; or (c) any of the alleged operative facts and violations of laws or regulations cited in the Complaint or the Action and that any of the Releasing Parties do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendant and all other Released Parties, or might affect their decision whether to agree, object, or participate in the Settlement. Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted by law, the provisions, rights and benefits of 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.

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Final Approval Order shall have, waived for the Released Claims any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of

common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

118. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, demand, arbitrate, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction or forum.

119. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiff and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

120. Plaintiff or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have

automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

121. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members and (b) Plaintiff 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 Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

122. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

123. The Released Claims shall be included within the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims”). The Released Class Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

124. The Parties agree that the Released Parties will suffer irreparable harm if any

Settlement Class Member asserts any Released Claims against any Released Party, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

XIV. Termination of Settlement

125. 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 V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;
- c. The Court has entered the Final Approval Order substantially in the form attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

126. 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, unless the Parties agree otherwise in an executed writing, this Agreement shall be cancelled and terminated.

127. Defendant shall have the option to terminate this Agreement if 100 or more of the Settlement Class opt-out of the Settlement. Defendant shall notify Settlement Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after receipt of the final list of opt-outs from the Settlement Administrator, or the option to terminate shall be considered waived.

128. 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. In such event, the terms and provisions of this Agreement, as well as any documentation relating to the Agreement (including any declaration or brief filed in support of the Motion for Preliminary Approval or Motion for Final Approval), any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), shall have no further force and effect with respect to the Parties and shall not be used in this case 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*.

129. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiff, Settlement Class Counsel, or the Settlement Administrator the Settlement Administration Costs incurred and/or paid up to the date of termination. The Settlement Administrator shall return all remaining amounts in the Settlement Fund to Defendant within 21 days of termination.

130. Nothing shall prevent Plaintiff or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

XV. Effect of Termination

131. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of

Plaintiff's, Settlement 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.

132. 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.

XVI. No Admission of Liability

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

134. Settlement 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. Settlement Class Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted an independent investigation of the alleged claims. Settlement 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.

135. 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.

136. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, 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.

137. In addition to any other defenses Defendant 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.

XVII. Miscellaneous Provisions

138. 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.

139. **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

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

141. **Third-Party Claims.** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

142. **Press Releases.** If any press release is to be issued by a Party, including their respective counsel, concerning the Settlement, the language of such press release must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social media or the world wide web about this Litigation or the Settlement, other than what is posted by the Settlement Administrator on the Settlement Website.

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

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

145. 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.

146. 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.

147. 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.

148. 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 Maryland, without regard to the principles thereof regarding choice of law.

149. 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.

150. 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.

151. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiff or Settlement Class Counsel:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite. 2100
Oakland, CA 94607
sec@colevannote.com

If to Defendant or Defendant's Counsel:

Elizabeth A. Scully
BakerHostetler
Washington Square
1050 Connecticut Ave. N.W., Suite 1100
Washington, DC 20036
escully@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the

request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

153. 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.

154. Authority. Settlement Class Counsel (for Plaintiff and the Settlement Class), and Defendant's Counsel (for Defendant), 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 Plaintiff and Defendant 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.

155. 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

156. Agreement Mutually Prepared. Neither Plaintiff 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.

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

158. 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.

159. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

160. Representations/Warranties Regarding Other Potential Plaintiff or Legal Claims. Settlement Class Counsel represents and warrants that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiff and Settlement Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Settlement Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiff and Settlement Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiff and Settlement Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Settlement Class Counsel represents and warrants that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendant or any of the Released Parties. Settlement Class Counsel further represents and warrants that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Settlement Class Counsel.

161. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against 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. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

Signature Page to Follow

PLAINTIFF



ID cSfRrg386pwmuhDlgcEn84Fr

ANTHONY K. RAGIN

SETTLEMENT CLASS COUNSEL



SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT

LIFEBRIDGE HEALTH, INC.

By: _____
Its _____

DEFENDANT'S COUNSEL

ELIZABETH A. SCULLY
BAKERHOSTETLER

PLAINTIFF

ANTHONY K. RAGIN

SETTLEMENT CLASS COUNSEL

SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT



LIFEBRIDGE HEALTH, INC.

By: Jason Weiner
Its Senior Vice President
Chief Administrative Officer
General Counsel

DEFENDANT'S COUNSEL



ELIZABETH A. SCULLY
BAKERHOSTETLER

EXHIBIT 1

Court Approved Legal Notice

State of Maryland Circuit Court for
Baltimore County

Ragin v. LifeBridge Health, Inc.

Case No. C-03-CV-25-001661

**If your Private Information was
potentially compromised in a Data
Incident that took place at
LifeBridge Health, Inc. on or around
November 12, 2024, you could get a
payment from a class action
Settlement.**

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

Ragin v. LifeBridge Health, Inc.

PO Box 19504

Irvine, CA 92623

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«Address1» «Address2»

«City», «State» «Zip»

A Settlement has been reached in a class action lawsuit against LifeBridge Health, Inc. (“Defendant”) regarding an unauthorized user gaining access to Defendant’s systems and discovered by Defendant on or around November 12, 2024 (the “Data Incident”). Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.

WHO IS IN THE SETTLEMENT? All persons in the United States whose Private Information was potentially compromised as a result of the Data Incident.

WHAT CAN I GET? You must file a claim to receive a Cash Payment.

- **Cash Payment A – Documented Losses:** You may file a claim for reimbursement for documented losses up to \$5,000 with supporting documentation. If you do not submit reasonable documentation, you will only receive Cash Payment B (detailed below).
- **Cash Payment B – Flat Cash Payment:** To receive a flat cash payment from the Net Settlement Fund, with an estimated value of \$100 subject to adjustment depending on the number of Valid Claims, you must submit a Valid Claim. No documentation is required to make a claim. If you submit a Valid Claim for Cash Payment A, you will also receive Cash Payment B, which will increase or decrease on a pro-rata (proportional) basis depending on the total claims submitted.

CLAIM FORM. You must file a claim form to receive a cash payment. The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com) using the Unique ID and Passcode located on the front of this postcard to access your claim form. If you prefer to mail in a claim form, a downloadable version is available on the Settlement Website. Your claim form must be submitted by [Date].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must request to be excluded (“Opt Out”) by [Date]. If you want to remain part of the settlement but object to it, you may submit a written objection by [Date]. A more detailed notice is available on the settlement website [www.\[Web Address\].com](http://www.[Web Address].com) that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date] to consider whether to approve the Settlement, the requested Service Award of \$2,500 for Plaintiff, attorneys’ fees and costs of up to 33% of the Settlement Fund, and any objections. You or your own attorney may attend and ask to appear at the hearing but are not required to do so.

This notice is a summary. For more information, visit [www.\[Web Address\].com](http://www.[Web Address].com). If you have questions, contact the Settlement Administrator at [Toll-free number] or by email at [Email]@cptgroup.com.

EXHIBIT 2

If your Private Information was potentially compromised in a Data Incident that took place at LifeBridge Health, Inc. on or around November 12, 2024, you could get a payment from a class action Settlement.

Ragin v. LifeBridge Health, Inc.
State of Maryland Circuit Court for Baltimore County
Case No. C-03-CV-25-001661

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

- A Settlement has been reached in a class action lawsuit against LifeBridge Health, Inc. (“Defendant”) regarding an unauthorized user gaining access to Defendant’s systems and discovered by Defendant on or around November 12, 2024 (the “Data Incident”). Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.
- If you received a notice letter from Defendant about the 2024 Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- Defendant has agreed to pay \$575,000 which will be used to pay for Settlement Class Member Benefits, the Costs of Notice and Claims Administration, Attorneys’ Fees, Costs and Expenses awarded by the Court, and service award to the Representative Plaintiff awarded by the Court. All Class Members are eligible to receive (a) cash payment for documented losses up to \$5,000 and (b) a cash payment of the Net Settlement Fund nominally valued at \$100.00, subject to pro-rata increase/decrease, based upon the total number of valid claims.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit [www.\[Web address\].com](#) or call toll-free [Toll-free number].

Please read this Notice carefully. Your legal rights will be affected and you have a choice to make at this time.

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a payment. Claims must be submitted by [Date] .	Submitted via www.website.com or postmarked on or before [Date]
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	Mailed and postmarked on or before [Date]

OBJECT AND/OR ATTEND THE FINAL APPROVAL HEARING	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement. You can also attend the Final Approval Hearing on <<Final Approval Hearing date>>, with or without your own attorney.	Mailed and postmarked on or before [Date]
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service award and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The State of Maryland Circuit Court for Baltimore County is overseeing this class action. The lawsuit is known as *Ragin v. LifeBridge Health, Inc.*, Case No. C-03-CV-25-001661. The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, LifeBridge Health, Inc. is called the “Defendant.”

2. What is this lawsuit about?

This matter is a class action (the “Action”) arising from an incident whereby a third-party gained unauthorized access to certain of Defendant’s computer systems and the data stored thereon, resulting in potentially accessing Settlement Class Members’ private information. The lawsuit asserts common law claims against Defendant for alleged negligence, alleged breach of implied contract, and alleged breach of the implied covenant of good faith and fair dealing.

Defendant denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. Why is the lawsuit a class action?

In a class action, the Class Representative sues on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiff and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in favor of Plaintiff or Defendant. Instead, Plaintiff and Defendant agreed to settle the

Action. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your Private Information was potentially involved in the Data Incident discovered in November 2024. Defendant previously mailed notice of the Data Incident to Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Toll-free number] or by emailing [Email address]@cptgroup.com.

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

Yes, the following are not included in the Settlement Class: Defendant’s governing board members; governmental entities; the Court, the Court’s immediate family, and Court staff; individuals who timely and validly opts-out of the Settlement; and any 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at www.[Website address].com or contact the Settlement Administrator’s toll-free number at [Toll-free number] or by email at [Email address]@cptgroup.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, Defendant will establish a settlement fund in the amount of \$575,000. These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys’ fees and costs.

Settlement Class Members may file a claim for a cash payment option.

Cash Payment A – Documented Losses: All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented losses caused by the Data Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member. To receive a documented loss payment, a Settlement Class Member will be required to submit reasonable documentation supporting the losses.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, the Settlement Class Member will only receive Cash Payment B (detailed below). Claims for documented losses (Cash Payment A) will be paid first, with any remaining funds distributed pro rata as Cash Payment B to all valid claimants.

Cash Payment B – Flat Cash Payment: All Settlement Class Members, including Settlement Class Members who elected Cash Payment A, will also receive Cash Payment B. Cash Payment B is a flat cash payment representing a pro-rata share of the remaining Net Settlement Fund after all valid Documented Loss claims are paid. Each share of Cash Payment B is nominally valued at \$100.00, (subject to pro-rata increase/decrease, based upon total Claim submission). To receive a flat cash payment, Settlement Class Members must submit a Valid

Claim, but no documentation is required to make a claim.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive a cash payment under the Settlement, you must complete and submit a Claim Form.

10. How do I submit a claim for the cash payment?

To receive a Cash Payment you must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling **[Toll-free number]** or by writing to:

Ragin v. LifeBridge Health, Inc.
PO Box 19504
Irvine, CA 92623
[Email address]@cptgroup.com

11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

The Settlement Agreement describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), and in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Ragin v. LifeBridge Health, Inc.

14. When will I receive my Settlement Benefits?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET [and it may be conducted remotely] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Cash Payments for valid claims will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.[Website address].com or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 33% of the Settlement Fund, plus reimbursement of costs. They will also ask the Court to approve service award not to exceed \$2,500 to the Plaintiff for their service to the Action and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service award will be paid out of the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service award will be made available on the settlement website at www.[Website address].com before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be personally signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email.

The opt-out request must be postmarked by the United States Postal Service and sent to the Settlement

Administrator at the following address by **[Deadline]**:

Ragin v. LifeBridge Health, Inc.
PO Box 19504
Irvine, CA 92623

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service award. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and service award. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than **[Deadline]**, stating you object to the Settlement.

The objection must include all the following additional information:

- a. the name of this Action, *Ragin v. LifeBridge Health, Inc.*, Case No. C-03-CV-25-001661;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. 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;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or application for attorneys' fees, costs, and service award;
- f. 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 5 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 5 years;
- g. all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

- h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than [Date] to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
State of Maryland Circuit Court for Baltimore County [Address]	Scott Edward Cole Cole & Van Note 555 12th Street Suite 2100 Oakland, CA 94607	Elizabeth A. Scully BakerHostetler Washington Square 1050 Connecticut Ave. N.W., Suite 1100 Washington, DC 20036	Ragin v. LifeBridge Health, Inc. PO Box 19504 Irvine, CA 92623

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service award, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement and do not want to receive any benefit from the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [Date/Time] before Judge [Judge] at the [Court address] [or remotely].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service award to Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement. You will be bound by the Releases of the Released Parties as defined in the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.[Website address].com, by calling [Toll-free number] or by writing to:

Ragin v. LifeBridge Health, Inc.
PO Box 19504
Irvine, CA 92623
[Email address]@cptgroup.com

**PLEASE DO NOT TELEPHONE THE COURT OR IT
CLERK’S OFFICE REGARDING THIS NOTICE.**

EXHIBIT 3

**Must be postmarked or submitted online
NO LATER THAN [DATE]**

Ragin v. LifeBridge Health, Inc.
PO Box 19504
Irvine, CA 92623
www.[Web Address].com

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information may have been implicated in the *Ragin v. LifeBridge Health, Inc.* Data Incident that took place on or about November 12, 2024 and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.

You may be eligible for one or more of the following Cash Payments.

Cash Payment A – Documented Losses: All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented losses caused by the Data Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member. To receive a documented loss payment, a Settlement Class Member will be required to submit reasonable documentation supporting the losses.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, the Settlement Class Member will only receive Cash Payment B (detailed below). Claims for documented losses (Cash Payment A) will be paid first, with any remaining funds distributed pro rata as Cash Payment B to all valid claimants.

Cash Payment B – Flat Cash Payment: All Settlement Class Members, including Settlement Class Members who elected Cash Payment A, will also receive Cash Payment B. Cash Payment B is a flat cash payment representing a pro-rata share of the remaining Net Settlement Fund after all valid Documented Loss claims are paid. Each share of Cash Payment B is nominally valued at \$100.00, (subject to pro-rata increase/decrease, based upon total Claim submission). To receive a flat cash payment, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim.

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [Email]@cptgroup.com.

[illegible][illegible][illegible][illegible]

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Cash Payment

You can submit a claim for the following cash payments: Cash Payment A – Documented Losses and Cash Payment B – Flat Cash Payment.

1. Cash Payment A – Documented Losses: You can receive reimbursement for documented losses up to \$5,000 total, if you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money.

Examples of documented losses include: out of pocket expenses incurred as a result of the Data Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between November 12, 2024, and the date of the Claims Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Documented Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

2. Cash Payment B – Flat Cash Payment: As an alternative to filing a claim for Cash Payment A for Documented Losses, you can elect to make a claim for a Flat Cash Payment representing a pro-rata share of the remaining Net Settlement Fund after all valid Documented Loss claims are paid. Each share of Cash Payment B is nominally valued at \$100.00, (subject to pro-rata increase/decrease, based upon total Claim submission). No documentation is required to make a claim.

☐ Check this box to receive a Flat Cash Payment instead of compensation for Documented Losses.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](#).

Signature

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

Signature

Date:MM - DD - YYYY