

Exhibit G

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RONDA COOPER, CORAL FRASER,
and GILBERT MANDA, *on behalf of*
themselves and all others similarly situated,

Plaintiffs,

v.

MOUNT SINAI HEALTH SYSTEM, INC.,

Defendant.

Case No. 1:23-cv-09485-PAE

The Honorable Paul A. Engelmayer, Judge

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by, between, and among the following Parties: (i) Ronda Cooper, Coral Fraser, and Gilbert Manda, individually and on behalf of the Settlement Class, by and through their counsel of record (“Plaintiffs” or “Class Representatives”); and (ii) Mount Sinai Health System, Inc. (“Defendant” or “Mount Sinai”). The Settlement Agreement is effective as of the last date signed below, is subject to Court approval, and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and Released Claims upon and subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, Mount Sinai provides healthcare services in the State of New York and in connection with these services operates a public website, www.mountsinai.org (“Website”), and an Epic MyChart patient portal, <https://mychart.mountsinai.org/> (“Patient Portal,” and collectively with the Website, the “Web Properties”);

WHEREAS, on October 27, 2023, Plaintiffs commenced a class action lawsuit by filing a complaint, captioned *Cooper, et al., v. Mount Sinai Health System, Inc.*, in the United States

District Court for the Southern District of New York (the “Litigation”), alleging that their personal health information was collected and shared with Facebook through Mount Sinai’s implementation of the Facebook Pixel and Facebook’s Conversions Application Programming Interface (CAPI) on its Web Properties;

WHEREAS, the Litigation was assigned case number 1:23-cv-09485-PAE and to the Honorable Paul A. Engelmayer of the United States District Court for the Southern District of New York;

WHEREAS, on January 12, 2024, Plaintiffs filed a first amended class action complaint, which asserted ten claims against Mount Sinai under federal and New York state law: (1) violation of the federal Electronic Communications Privacy Act for an alleged unauthorized interception, use, and disclosure; (2) violation of the New York Deceptive Trade Practices; (3) negligence; (4) invasion of privacy; (5) breach of implied contract; (6) breach of fiduciary duty; (7) unjust enrichment; (8) breach of confidence; (9) constructive bailment; and (10) breach of implied covenant of good faith and fair dealing;

WHEREAS, on January 26, 2024, Mount Sinai moved to dismiss Plaintiffs’ amended complaint in its entirety for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6);

WHEREAS, on February 9, 2024, Plaintiffs filed their memorandum of law in opposition to Mount Sinai’s motion to dismiss;

WHEREAS, on February 16, 2024, Mount Sinai filed its reply to the motion to dismiss;

WHEREAS, on July 30, 2024, the Honorable Paul A. Engelmayer of the United States District Court for the Southern District of New York granted in part and denied in part Mount Sinai’s Rule 12(b)(6) motion to dismiss, including denying the motion as to Plaintiffs’ claim under the federal Wiretap Act of 1968, as amended by the Electronic Communications Privacy Act of

1986 (the “Wiretap Act”), the New York Deceptive Trade Practices Act, negligence, invasion of privacy, breach of implied contract, breach of fiduciary duty, breach of confidence, constructive bailment, and breach of implied covenant of good faith and fair dealing;

WHEREAS, on August 20, 2024, Mount Sinai moved under 28 U.S.C. § 1292(b) to certify Judge Engelmayer’s decision on the federal Wiretap Act’s tortious or criminal conduct exception to the United States Court of Appeal for the Second Circuit for immediate appellate review;

WHEREAS, on September 3, 2024, Plaintiffs opposed Mount Sinai’s motion for leave to file an interlocutory appeal;

WHEREAS, on September 6, 2024, the Court denied Mount Sinai’s motion for leave to file an interlocutory appeal without prejudice and then, on September 11, 2024, entered a scheduling order for depositions and fact discovery, after which the Parties would provide the Court with their respective positions on class certification and summary judgment briefing;

WHEREAS, from September 2024 to March 2025, the Parties propounded and responded to formal discovery;

WHEREAS, in the midst of their fact discovery, the Parties engaged in a full-day mediation before Mr. Bruce A. Friedman, *Esq.* of JAMS in Los Angeles on March 31, 2025. The mediation on March 31, 2025 did not result in resolution so the Parties continued settlement discussion with and without the assistance of Mr. Friedman;

WHEREAS, the mediation was ultimately successful and resulted in a settlement in principle between the Parties on April 3, 2025;

WHEREAS, following on the settlement in principle, this Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the Litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by, between, and among the Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, and Mount Sinai, that, subject to approval of the Court, the Litigation and the Released Claims shall be fully, finally, and forever compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS

As used anywhere in the Settlement Agreement, including the introduction and recitals, the following terms have the meanings specified below:

- 1.1 “Agreement” or “Settlement Agreement”** means this agreement.
- 1.2 “Attorneys’ Costs and Expenses”** means all actual costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Litigation on behalf of Class members.
- 1.3 “Attorneys’ Fees Award”** means the award of attorneys’ fees approved by the Court for Class Counsel’s fees for commencing, prosecuting, and settling the Litigation on behalf of Class members.
- 1.4 “Claimant”** means the members of the Settlement Class who make a Settlement Claim.
- 1.5 “Claims Administration”** means the processing and paying of claims received from Settlement Class Members by the Settlement Administrator.
- 1.6 “Claims Administration Costs”** means all actual costs associated with or arising from Claims Administration, including any taxes owed on the Settlement Fund.

- 1.7 **“Claims Deadline”** means the date by which Settlement Class Members must return or submit the Claim Form to the Settlement Administrator online or via U.S. mail, postmarked by that date. The Claims Deadline shall be sixty (60) days after the Notice Date.
- 1.8 **“Claim Form”** means the form that will be available for Settlement Class Members to submit a Settlement Claim to the Settlement Administration, substantially in the form shown in Exhibit C to this Settlement Agreement. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Submit Agreement.
- 1.9 **“Claim Payment”** means the *pro rata* digital payment or mail check made to each Claimant that submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the terms and conditions of this Settlement Agreement.
- 1.10 **“Class Counsel”** shall mean David S. Almeida and Britany A. Kabakov of Almeida Law Group LLC, located at 849 W. Webster Avenue in Chicago, Illinois 60614.
- 1.11 **“Days”** means calendar days.
- 1.12 **“Defendant”** or **“Mount Sinai”** means Mount Sinai Health System, Inc.
- 1.13 **“Defendant’s Counsel”** shall mean David Carney of Baker & Hostetler LLP, located at 127 Public Square, Suite 2000 in Cleveland, Ohio 44114.
- 1.14 **“Effective Date”** means the Date when the Settlement Agreement becomes Final, which is thirty-one (31) Days after the Court grants final approval, assuming no appeals are filed. If any appeal is filed, the Effective Date shall be thirty-one (31) Days from when the appeal is finally decided by the United States Supreme Court,

or the time for petition for certiorari with the United States Supreme Court has expired, whichever date comes later.

1.15 “Final” means the occurrence of all of the following events:

- a. the settlement, pursuant to this Settlement Agreement, is approved by the Court;
- b. the Court has entered a Judgment; and
- c. the time to appeal or seek permission to appeal from the Judgment has expired, or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance is no longer subject to further appeal or review, including through petition for certiorari.

Notwithstanding the above, any order modifying or reversing any Attorneys’ Fee Award in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.16 “Final Approval Hearing” means the hearing at which the Court will determine whether to approve the proposed Settlement, including determining whether the Settlement benefits, Claims Administration Costs, Attorneys’ Costs and Expenses, Attorneys’ Fees Award, and Service Award are fair, reasonable, and adequate.

1.17 “Judgment” means a final Judgment rendered by the Court under Federal Rule of Civil Procedure 54(b).

1.18 “Litigation” means the civil action captioned *Cooper, et al., v. Mount Sinai Health System, Inc.*, No. 1:23-cv-09485-PAE, currently pending in the United States District Court for the Southern District of New York before the Honorable Paul A. Engelmayer;

1.19 “Long-Form Notice” means the long-form notice of Settlement to be posted on the Settlement Website, substantially in the form of Exhibit A.

- 1.20 “Net Settlement Fund”** means the remainder of the Settlement Fund after the payment of all Attorneys’ Costs and Expenses and Claims Administration Costs, but before the payment of any Attorneys’ Fees Award and Named Plaintiff Service Awards and any Claims Payments.
- 1.21 “Notice Date”** means the date by which the Settlement Administrator must send the Short-Form Notice to all Settlement Class Members. The Notice Date shall be sixty (60) days after the Court enters the Preliminary Approval Order.
- 1.22 “Notice Program”** means the method for providing reasonable notice to the Settlement Class set forth in section 4 of this Settlement Agreement.
- 1.23 “Objection”** means a written objection to the Settlement made by a Settlement Class Member.
- 1.24 “Objection Date”** means the date by which Settlement Class Members must make their objection to the settlement. The Objection Date shall be sixty (60) days after the Notice Date.
- 1.25 “Opt-Outs”** means any and all Persons who submit valid and timely notice of their intent to be excluded from the Settlement Class.
- 1.26 “Opt-Out Date”** means the date by which Settlement Class Members must request to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date shall be sixty (60) days after the Notice Date.
- 1.27 “Parties”** means plaintiffs Ronda Cooper, Coral Fraser, and Gilbert Manda, individually and on behalf of the Settlement Class, and defendant Mount Sinai Health System, Inc.

- 1.28 **“Patient Portal”** means the MyMountSinai Epic MyChart patient portal, available at <https://mychart.mountsinai.org/mychart/>.
- 1.29 **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any their business or legal entity as well as their respective spouses, heirs, predecessors, successors, representatives, or assigns.
- 1.30 **“Plaintiffs” or “Class Representatives”** means Ronda Cooper, Coral Fraser, and Gilbert Manda.
- 1.31 **“Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed Preliminary Approval Order is attached to this Agreement as **Exhibit D** with the understanding that the Exhibit may be modified by the Court.
- 1.32 **“Related Entities”** means Mount Sinai Health System, Inc.’s past or present parents, subsidiaries, affiliates, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.
- 1.33 **“Release”** means the full, final, and forever complete release, relinquishment, and discharge of the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses,

rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation.

1.34 “Released Claims” means any and all claims and causes of action, known and unknown, including any claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys costs, fees, and expenses, pre-judgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member against any Released Person based on, relating to, and concerning or arising out of the Litigation, the allegations, facts, or circumstances described therein, and any related facts. Released Claims shall not include the right of any Settlement Class Member or Released Persons to enforce the terms of this Settlement Agreement and shall not include the claims of any Settlement Class Member who timely and validly excludes themselves from the Settlement Class.

1.35 “Released Persons” means Mount Sinai Health System, Inc. and its Related Entities.

1.36 “Settlement” means the resolution of the Litigation pursuant to the terms of this Settlement Agreement.

- 1.37 **“Service Award”** means the award intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class in the amount of \$2,500.00 per Plaintiff.
- 1.38 **“Settlement Administrator”** means Kroll, LLC, as approved by the Court.
- 1.39 **“Settlement Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.
- 1.40 **“Settlement Class”** means: All Mount Sinai MyChart account holders who logged into their MyChart accounts through <https://mychart.mountsinai.org/> between October 27, 2020 and October 27, 2023. The Parties estimate that the Settlement Class consists of approximately 1,314,147 individuals. The Settlement Class explicitly excludes:
- a. officers and directors of Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or the Released Persons have a controlling interest;
 - b. all Settlement Class Members who timely and validly exclude themselves from the Settlement Class;
 - c. the Judge assigned to evaluate the fairness of this Settlement as well as their immediate family members and staff; and
 - d. Class Counsel.
- 1.41 **“Settlement Class Member”** means any Person who falls within the definition of the Settlement Class.
- 1.42 **“Settlement Fund”** means the account created for the Settlement and maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*
- 1.43 **“Settlement Website”** means the dedicated website created and maintained by the Settlement Administrator, which shall contain relevant documents and information

about the Settlement, including this Settlement Agreement, the Short-Form Notice, the Long-Form Notice, and the Claim Form, amongst other things as agreed upon by the Parties and approved by the Court as required.

1.44 “**Short-Form Notice**” means the short-form notice of Settlement, substantially in the form of Exhibit B. The Short-Form Notice will direct recipients to the Settlement Website where recipients may review the Long-Form Notice and make a claim for monetary relief. The Short-Form Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date, the Objection Date, and the date of the Final Approval Hearing.

1.45 “**Unknown Claims**” means claims that could have been raised in the Litigation and that any of the Plaintiffs, Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns do not know to exist or suspects to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release Defendant and all other Released Persons, or might affect his, her, or its decisions to agree to, object to, or not object to the settlement.

1.46 “**Web Properties**” means the Website, <https://www.mountsinai.org/>, and the Patient Portal, <https://mychart.mountsinai.org/>, collectively.

1.47 “**Website**” means Mount Sinai’s public website, available at <https://www.mountsinai.org/>.

II. SETTLEMENT BENEFITS

2.1 The Settlement Fund: Mount Sinai shall cause the deposit of Five Million Two Hundred Fifty-Six Thousand Five Hundred Eighty-Eight Dollars and No Cents (\$5,256,588.00) into a non-reversionary Settlement Fund as follows:

- a. Two Hundred Thousand Dollars and No Cents (\$200,000.00) shall be paid into the Settlement Fund ten (10) days after this Court enters the Preliminary Approval Order, or within 10 days after the receipt of a W-9 and appropriate funding account information from Kroll, which event occurs later, which shall be available to cover Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgement; and
- b. The balance of the Settlement Fund, Five Million Fifty-Six Thousand Five Hundred Eighty-Eight Dollars and No Cents (\$5,056,588.00), shall be paid thirty (30) days after the Effective Date.

2.2 Maximum Amounts: Under no circumstances shall Defendant's liability exceed Five Million Two Hundred Fifty-Six Thousand Five Hundred Eighty-Eight Dollars and No Cents (\$5,256,588.00).

2.3 Representations: Prior to the Final Approval Hearing, Mount Sinai shall provide Class Counsel with a written declaration attesting to each of the following:

- a. any measures Mount Sinai has taken to redress the alleged transfer of personally identifiable information from its Website to third parties through the use of third-party tracking technologies;
- b. any changes Mount Sinai has made to any disclosures in Mount Sinai's Website privacy policies or any other privacy policies;
- c. the fact that no tracking technologies were embedded within the Patient Portal between October 27, 2020 and October 27, 2023.

2.4 Settlement Fund Payment Timing: The timing of payments set forth in section 2.1 is contingent upon Mount Sinai's receipt of a W-9 for the Settlement Fund from the Settlement Administrator and appropriate account funding information from Kroll. If Defendant does not receive this information by that date, the payments

specified in section 2.1 shall be made within 10 and thirty days after Mount Sinai receives the information, respectively.

2.5 Settlement Fund Custody: The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled. In the event this Agreement is voided, terminated, or cancelled due to a failure to obtain Court approval or any other reason:

- a. the Class Representatives and Class Counsel shall have no obligation to repay any Claims Administration Costs incurred in accordance with the terms and conditions of this Agreement;
- b. any amounts remaining in the Settlement Fund after the payment of Claims Administration Costs incurred, including all interest earned on the Settlement Fund net any taxes, shall be returned to the payor; and
- c. no other person or entity shall have any further claim whatsoever to such amounts.

2.6 Settlement Fund Payments: As further described in this Settlement Agreement, the Settlement Fund shall be used to pay for:

- a. reasonable Claims Administration Costs incurred pursuant to this Settlement Agreement, as approved by both the Parties and the Court, including the payment of any taxes on the Settlement Fund;
- b. any Attorneys' Costs and Expenses approved by the Court;
- c. any Attorneys' Fees Award approved by the Court;
- d. any Service Award approved by the Court;
- e. any benefits to Settlement Class Members, as distributed pursuant to the terms to the terms and conditions of this Agreement; and

f. any *cy pres* distribution approved by the Court.

2.7 Settlement Fund Account: The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administration and approved by Class Counsel and Defendant, and maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

2.8 Withdrawal Authorization: No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual and reasonable Claims Administration Costs from the Settlement Fund without further order of the Court. Any such payments proposed by the Settlement Administrator shall be invoiced and noticed to Class Counsel and Mount Sinai's counsel at least seven (7) business days prior to payment.

2.9 Class Payments: The Settlement Administrator shall administer and oversee the distribution of the Settlement Fund to Claimants pursuant to this Agreement, subject to supervision by the Court, Defendant's Counsel, and Class Counsel.

2.10 Treasury Regulations and Fund Investment: The parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect to the Settlement Fund and for paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as

a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the payment process. The Settlement Administrator shall, upon request of any of the Parties, provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement.

- 2.11 Taxes:** All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered part of the Claims Administration Costs, and shall be timely paid by the Settlement Administrator without prior order of the Court. The Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

2.12 Limitation of Liability: Defendant and Defendant's Counsel shall not have any responsibility or liability whatsoever with respect to:

- a. any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement;
- b. the management, investment, or distribution of the Settlement Fund;
- c. the formulation, design, or terms for the disbursement of the Settlement Fund;
- d. the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund;
- e. any losses suffered by, or fluctuations in value of, the Settlement Fund; or
- f. the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement fund or the filing of any returns.

Class Representatives and Class Counsel shall not have any liability whatsoever with respect to:

- a. any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement;
- b. the management, investment, or distribution of the Settlement Fund;
- c. the formulation, design, or terms for the disbursement of the Settlement Fund;
- d. the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund;
- e. any losses suffered by, or fluctuations in value of, the Settlement Fund; or
- f. the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement fund or the filing of any returns.

III. SETTLEMENT ADMINISTRATION.

- 3.1 Claims Administration Costs:** All agreed upon and reasonable Claims Administration Costs will be paid from the Settlement Fund.
- 3.2 Claims Administration Process:** The Settlement Administrator, subject to supervision by the Court, Class Counsel, and Mount Sinai's counsel as circumstances may require, shall administer claims in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Mount Sinai's Counsel.
- 3.3 Claims Submission:** To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form, as attached for approval by the Court as Exhibit C. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing for good cause shown by the applicable Settlement Class Member.
- 3.4 Claims Review:** The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness.
- 3.5 Claims Payments:** Subject to the terms and conditions of this Settlement Agreement, and sixty (60) days after the Effective Date, the Settlement Administrator shall provide a Claims Payment to each Claimant whose Claim Form has been approved by the Settlement Administrator or the Court, for good cause shown, in accordance with the following distribution procedures:

- a. Each Claims Payment shall equal the pro rata share of the monies remaining in the Net Settlement Fund after the payment of any Attorneys' Fee Award and Service Award, as set forth in the formula below:

$$\text{Claims Payment} = \frac{(\text{Net Settlement Fund} - (\text{Attorneys' Fee Award} + \text{Service Award}))}{\text{Number of Claims Payments}}$$

- b. Each Claims Payment shall be delivered to the digital or physical address provided by the Claimant on his or her Claim Form.
- c. Any Claims Payment issued under this section that is not negotiated within ninety (90) Days of its issue date shall contain a legend to that effect, be void, and not be reissued.

3.6 Undeliverable Claims Payments: For any Claim Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and re-send the Claim Payment within thirty (30) Days after the payment was returned. The Settlement Administrator shall only make one attempt to re-send a Claim Payment.

3.7 Residual Funds: Any monies that remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of the Claims Payments shall be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend to the Court the entity or entities that will be the recipients of the *cy pres* distribution. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date.

3.8 Third-Party Creditors: 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 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 responsibility, and do not agree to any responsibility, for such transmittal.

IV. NOTICE TO SETTLEMENT CLASS MEMBERS.

- 4.1 The Notice Program:** The parties agree that the Notice Program provides reasonable notice to the Settlement Class.
- 4.2 Defendant's Obligation to the Notice Program:** Within thirty (30) days of the entry of the Preliminary Approval Order, Mount Sinai shall provide the Settlement Administrator with the names, last known email address, and/or last known home address for the Settlement Class Members.
- 4.3 Notice Timing:** Within sixty (60) days of the entry of the Preliminary Approval, the Settlement Administrator shall send the Short-Form Notice to all Settlement Class Members (the "Notice Date").
- 4.4 Notice Method:** Notice shall be provided by email to the greatest extent possible. To the extent that an email address is not available for a Settlement Class Member, notice shall be provided by USPS regular mail.
- 4.5 Settlement Website:** Within sixty (60) days of the entry of the Preliminary Approval Order, and in all events prior to the delivery of notice to all Settlement Class Members, the Settlement Administrator will create the Settlement Website. Any additional contents proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, the approval of which shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short-Form Notice.

4.6 Notice Publication Period: The Settlement Website shall be maintained from the Notice Date until one hundred twenty (120) Days after the Effective Date.

4.7 Affidavit of Compliance: At least seven (7) Days prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel for filing with the Court an appropriate affidavit or declaration concerning compliance with the Court-approved Notice Program.

V. OPT-OUT PROCEDURES.

5.1 Opt-Out Method: Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must include: (1) his/her name, current address, telephone number, and unique ID; (2) a signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. Written notice must be postmarked by the Claims Deadline to be effective. Settlement Class Members may only opt-out on behalf of themselves; mass or class opt-outs will not be valid.

5.2 Opt-Out Effect: All Persons who submit valid and timely notice of their intent to be excluded from the Settlement Class shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not submit valid and timely notice of their intent to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgement entered thereon.

5.3 Opt-Out Reporting: Commencing one week after the Notice Date, the Settlement Administrator will notify Defendant's Counsel and Class Counsel of the number of Opt-Outs and continue to do so on a weekly basis. No later than ten (10) Days after the Claims Deadline, the Settlement Administrator shall provide a final report to Defendant's Counsel and Class Counsel that summarizes the number of Opt-Outs received to date and any other pertinent information requested by Defendant's Counsel or Class Counsel.

5.4 Opt-Out Voiding: In the event that the Settlement Administrator receives more than 1,000 Opt-Outs, Mount Sinai shall have the right to terminate the Settlement Agreement in its entirety. Mount Sinai must exercise its right pursuant to this paragraph by providing written notice to Class Counsel within ten (10) Days after receiving the list of Opt-Outs and at least three (3) Days prior to Final Approval Hearing.

VI. OBJECTIONS TO THE SETTLEMENT.

6.1 Objection Method: Any Settlement Class Member who wishes to object to the Settlement Agreement must file an Objection with the Court and serve it upon Defendant's Counsel and Class Counsel at the addresses set forth in paragraph 6.3.

6.2 Objection Requirements: Each Objection must:

- a. set forth the Settlement Class Member's full name, residential address, email address, and telephone number;
- b. contain the Settlement Class Member's original signature;
- c. contain proof that the Settlement Class Member is a member of the Settlement Class;
- d. state that the Settlement Class Member objects to the Settlement, in whole or in part;

- e. set forth a statement as to the legal and factual basis for the Objection;
- f. provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- g. identify all counsel representing the Settlement Class Member, if any;
- h. contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation; and
- i. contain a list including the case name, court, and docket number of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

6.3 Objection Deadline: Objections must be made in writing, filed with the Court, and served on both Class Counsel and Defendant's Counsel by mail no later than the Objection Deadline to the addresses set forth below:

a. Class Counsel

David S. Almeida, *Esq.*
Almeida Law Group LLC
849 W. Webster Avenue
Chicago, Illinois 60614

b. Defendant's Counsel

David Carney, *Esq.*
Baker & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, Ohio 44114

6.4 Objection Response: Class Counsel and Defendant's Counsel may, but need not, respond to Objections by memorandum of law served prior to the Final Approval Hearing.

6.5 Objector Noncompliance: Any Settlement Class Member who fails to timely file and serve an Objection consistent with the requirements set forth herein shall not

be treated as having filed a valid Objection and shall be forever barred from raising any objection to the Settlement.

- 6.6 Reciprocity:** Other than attorney-client communications or communications otherwise protected from disclosure pursuant to rule or law, the Parties shall promptly provide to each other copies of Objections, comments, or other documents or filings received from a Settlement Class Member.

VII. RELEASE.

- 7.1 Effect of Release:** Subject to Court approval, as of the Effective Date, the Final Approval, and Final Judgment shall provide that Plaintiffs and all Settlement Class Members who have not validly and timely opted out of the Settlement are bound by this Settlement, and that the Litigation, the Released Claims, and all Unknown Claims are dismissed with prejudice.
- 7.2 Released Claims:** On the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs and all Settlement Class Members, absent any Opt-Outs, will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or in equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation, and based on the same or substantially similar facts and

circumstances. The Release shall be included as part of 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 Claims shall constitute, and may be pled as, a complete defense to any proceeding arising from, relating to, or filled in connection with the Released Claims.

7.3 Unknown Claims: The Released Claims include the release of Unknown Claims.

7.4 Limitations on Recourse: On the Effective Date, Plaintiffs and each and every Settlement Class Member, absent any and all Opt-Outs, shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Released Claims.

7.5 Injunction from Prosecution: On entry of the Final Approval Order and Final Judgment, Plaintiffs and each and every Settlement Class Member shall be enjoined from prosecuting against the Released Persons in any proceeding or forum:

- a. the Released Claims; and
- b. any claims based on any actions taken by any Released Persons that were authorized or required by this Settlement Agreement, the Court, or an appellate court as part of this Settlement.

7.6 Inclusion of Fees: Without in any way limiting the scope of the Release, the Release covers without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or

related in any manner to the Litigation, the Settlement, the administration of the Settlement and/or the Released Claims, and claims for the Service Award.

- 7.7 Settlement Agreement Enforcement:** Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Release be construed to release claims arising out of any physical injuries alleged to arise from treatment Plaintiffs and Settlement Class Members received from Mount Sinai.

VIII. ATTORNEYS' COSTS AND EXPENSES, ATTORNEYS' FEES AWARD, AND SERVICE AWARD.

- 8.1 Attorneys' Costs and Expenses.** Class Counsel shall request the Court to approve the reimbursement of the actual costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Litigation on behalf of Class Members. The Court approved Attorneys' Costs and Expenses shall be paid from the Settlement Fund no later than thirty (30) Days after the Effective Date. The Parties did not discuss or agree upon the payment of Attorneys' Costs and Expenses at the mediation or thereafter.
- 8.2 Attorneys' Fees Award:** Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed thirty-five percent (35%) of the Net Settlement Fund. The amount of Court approved Attorneys' Fees Award shall be paid from the Net Settlement Fund no later than thirty (30) Days after the Effective Date, subject to the timing provisions set forth in paragraph 2.4 above. The Parties did not discuss payment of attorneys' fees until after they had agreed on the substantive terms of the Settlement.

- 8.3 Service Award:** Class Counsel shall request the Court to approve a Service Award of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for each of the Plaintiffs: Ronda Cooper, Coral Fraser, and Gilbert Manda. The Court approved Service Award shall be paid from the Net Settlement Fund no later than thirty (30) Days after the Effective Date. The Parties did not discuss payment of Service Awards until after they had agreed on the substantive terms of the Settlement.
- 8.4 Application Deadline:** Class Counsel will file applications with the Court for the requested Attorneys' Costs and Expenses, Attorneys' Fee Award, and Service Award no later than fourteen (14) Days prior to the Objection Deadline.
- 8.5 Non-Contingent Provision:** The Parties agree that the Court's approval or denial of any request for Attorneys' Costs and Expenses, Attorneys' Fees Award, or Service Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the fairness, reasonableness, and adequacy of the settlement. Any reduction to the Attorneys' Costs and Expenses, Attorneys' Fees Award, or Service Award shall not operate to terminate or cancel this Settlement Agreement. In such an event, Claimants shall receive a *pro rata* subsequent claims payments as outlined in paragraph 3.6.

IX. THE SETTLEMENT APPROVAL PROCESS.

- 9.1 Preliminary Approval Order Requirements:** After execution of this Settlement Agreement, Plaintiffs shall timely move the Court to enter a Preliminary Approval Order, a proposed draft of which is attached as **Exhibit D**, that:
- a. Preliminarily approves this Settlement Agreement;
 - b. Provisionally certifies this Settlement Class;

- c. Finds that the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class
- d. Finds that the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best practicable notice under the circumstances, complying fully with the requirements of the laws of New York, the Constitution of the United States, and any other applicable law, and that no further notice to the Class is required beyond that which is provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

X. FINAL APPROVAL HEARING AND ORDER.

10.1 Final Approval Hearing: The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order, which date shall be set forth in the Preliminary Approval Order.

10.2 Responding to Objections: The Parties may file a response to any Objection no later than fourteen (14) Days after the Objection Deadline.

10.3 Objector Attendance: An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, with or without counsel, he or she must, by the Objection Deadline:

- a. mail, hand deliver, or file with the Court a notice of appearance in the Litigation;
- b. take all other actions and/or make any additional submissions required by this Settlement Agreement, the Long-Form Notice, or Court Order; and
- c. mail all documents submitted in response to this paragraph to Class Counsel and Defendant's Counsel.

10.4 Attending Objector Counsel: If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which they are admitted, and their associated state bar number(s).

10.5 Objector Noncompliance: An objecting Settlement Class Member who fails to appropriately notify of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, or otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement, by appeal or other means.

10.6 Final Approval Order: The Parties shall move the Court fourteen (14) days before the Final Approval Hearing to enter the Final Approval Order and Judgment which:

- a. Finds that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of New York, the United States Constitution, and any other applicable law;
- b. Finds that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made or all timely objections have been considered and denied;
- c. Approves the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement is in good faith, and orders the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. Finds that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- e. Finds that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims;
- f. Finds that Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims;
- g. Reserves exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the settlement benefits to the Settlement Class and resolving any disputes that may arise with regard to the foregoing; and
- h. Dismisses the Litigation with prejudice, subject to the reservation of jurisdiction for matters discussed in subparagraph (h), if and when the Settlement becomes Final, with the Parties to bear their own attorneys' costs, expenses, and fees not otherwise awarded in accordance with this Settlement Agreement.

XI. TERMINATION OF THE SETTLEMENT AGREEMENT.

11.1. Termination Rights: Each Party shall have the right to terminate this settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement, grants preliminary approval on terms different from those set forth herein, or grants preliminary approval through an order that materially differs in substance from Exhibit D hereto;
- b. More than 1,000 Settlement Class Members opt-out of the Settlement Class;
- c. The Court denies final approval of this Settlement Agreement, grants final approval on terms different from those set forth herein, or grants final approval through an order that materially differs in substance from paragraph 10.6 hereto;
- d. The Final Approval Order and Final Judgement do not become Final by reason of a higher court reversing final approval by the Court and the Court thereafter declines to enter a further order(s) approving the Settlement on the terms set forth herein;
- e. A Party, its counsel, or the Settlement Administrator breaches the terms of this Settlement Agreement prior to the Effective Date; or
- f. The Effective Date Cannot occur.

11.2. Termination Notice: If a Party elects to terminate this Settlement Agreement under Section XI, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

11.3. Effect of Termination or Settlement Non-Occurrence: If this Settlement Agreement is terminated, disapproved, or if the Effective Date should not occur for any reason, then:

- a. this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void;

- b. all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement;
- c. except as otherwise expressly provided, the Parties shall stand in the same position in all respects as if this Settlement Agreement and any related orders had never been filed, entered into, or executed; and
- d. no term or draft of this Settlement Agreement, nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

11.4. Reservation of Rights: If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, Defendant shall retain all of its rights and defenses in the Litigation, without any qualification whatsoever. For example, Defendant shall have the right to object to the maintenance of this Litigation as a class action, to move for summary judgment, and to assert defenses at trial. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

11.5. Appellate Right: Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial of final approval of the Settlement by the Court.

XII. MISCELLANEOUS PROVISIONS.

12.1. Superseding Agreement: This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the

Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied upon except as expressly set forth in this Settlement Agreement.

12.2. Incorporation of Recitals and Exhibits: The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

12.3. Best Efforts: In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, such matters shall be dealt with as agreed upon by the Parties or, failing agreement, as ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement, and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement and give this Settlement Agreement full force and effect.

12.4. Severability: 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 affect 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).

12.5. Successors and Assigns: This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.

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

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

12.8. Counterparts: This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

12.9. Independent Judgment: Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.


12.10. Authority: Each signatory below warrants that she, he, or it has the requisite authority to execute this Settlement Agreement and bind the Party on whose behalf she, he, or it is executing the Settlement Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereby accept and agree to the Settlement Agreement.

Dated: 05 / 02 / 2025


RONDA COOPER

By: 

Ronda Cooper, individually and as representative of
the Settlement Class

Dated: 05 / 02 / 2025


CORAL FRASER

By: 

Coral Fraser, individually and as representative of
the Settlement Class

Dated: 05 / 02 / 2025

GILBERT MANDA

By: 

Gilbert Manda, individually and as representative of
the Settlement Class

Dated: 5/5/25

DEFENDANT MOUNT SINAI HEALTH SYSTEM, INC.

By: 

Defendant Mount Sinai Health System, Inc.

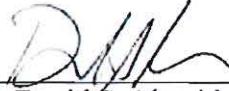
Beth Essig
EVP and General Counsel

IT IS SO STIPULATED BY COUNSEL:



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