Exhibit G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61065-CIV-SINGHAL

DONNA CROWE, *et al.*, *on behalf of themselves and all others similarly situated,*

Plaintiffs,

v.

MANAGED CARE OF NORTH AMERICA, INC. d/b/a MCNA DENTAL, MCNA INSURANCE COMPANY d/b/a MCNA DENTAL, and HEALTHPLEX, INC.,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant Managed Care of North America, Inc. operated prior to and/or at the time of the Data Incident as a dental insurer in Florida, and as a third-party administrator in certain states outside Florida, including in Puerto Rico.

2. Defendant MCNA Insurance Company operated prior to and/or at the time of the Data Incident as a dental insurer in certain states including Arkansas, Idaho, Iowa, Louisiana, Nebraska, Texas, and Utah.

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

3. Defendant Healthplex operated prior to and/or at the time of the Data Incident as a third-party administrator in certain states including New York, Connecticut, and New Jersey.

4. In or about 2019, Healthplex was acquired by MCNA or one of its affiliated entities.

5. In the course of operating their businesses, Defendants collect, maintain, and store Private Information of individuals who maintain dental insurance plans with Defendants or their customers or customers' customers.

6. In March 2023, Defendants became aware that an unauthorized party had potentially accessed Private Information of some individuals from MCNA's network between about February 22, 2023, and March 7, 2023.

7. On or about May 26, 2023, Defendants began sending notice letters to potentially affected persons, informing them that their Private Information may have been impacted in the Data Incident.

8. As a result of the Data Incident, commencing on June 5, 2023, Defendants have been named in 25 putative related class actions that were materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident. [ECF No. 26.]

9. On July 12, 2023, Plaintiffs moved to consolidate the pending cases, into the first-filed case [ECF No. 26], which the Court granted on July 13, 2023, consolidating the actions into this Action [ECF No. 27].

10. Thereafter, on September 27, 2023, the Court appointed Jeff Ostrow and Peter Prieto as Interim Co-Lead Class Counsel and Stephanie A. Casey as Interim Liaison Counsel for the putative classes. [ECF No. 90.]

11. On November 13, 2023, Plaintiffs filed a Consolidated Class Action Complaint

against MCNA, Inc., alleging causes of action for negligence, negligence *per se*, breach of implied contract, unjust enrichment and violations of state consumer protection act statutes, and declaratory and injunctive relief. [ECF No. 96.] MCNA, Inc. moved to dismiss and to stay discovery. [ECF No. 111; ECF No. 112.]

12. On January 30, 2024, Plaintiffs filed their Amended Consolidated Class Action Complaint, adding MCNAIC and Healthplex as Defendants. [ECF No. 122.] Defendants again moved to dismiss and to stay discovery. [ECF No. 135; ECF No. 136.]

13. The Parties engaged in a court-ordered mediation with Bruce Friedman, Esq., an experienced data breach mediator, on July 10, 2024, which ended in an impasse. [ECF No. 157.]

14. On August 16, 2024, the Court granted in part and denied in part the motion to dismiss, with leave to amend. [ECF No. 160.]

15. On September 13, 2024, Plaintiffs filed their Second Amended Consolidated Class Action Complaint. [ECF No. 164.] On October 4, 2024, Defendants moved to dismiss the Second Amended Consolidated Class Action Complaint. [ECF No. 167.] On January 17, 2025, the Court denied the motion to dismiss. [ECF No. 192.]

16. The Parties engaged in extensive fact discovery over the course of the litigation, including numerous requests for production, interrogatories, and requests for admission; three motions to compel discovery; depositions of each Plaintiff; five Rule 30(b)(1) depositions of Defendants' witnesses; and four Rule 30(b)(6) depositions of Defendants' corporate representatives.

17. On May 26, 2025, Devon Kleinheksel, Harry Bass, and Erika Daniel filed a second, materially and substantively identical action against the Defendants. [Kleinheksel ECF No. 1.]

18. On June 9, 2025, Plaintiffs filed their Motion for Class Certification. [ECF No.

229.] The Parties fully briefed the motion. [*See* ECF No. 260; ECF No. 279.] Defendants took depositions of the four expert witnesses and fact witness who filed reports in support of Plaintiffs' motion; Plaintiffs took depositions of Defendants' two experts in opposition to the motion.

19. The Parties held a second mediation on July 21, 2025, before the Hon. Wayne Anderson (Ret.), which was unsuccessful. [*See* ECF No. 256.]

20. Between October 2025 and January 2026, the Parties served merits expert reports, supplemental merits expert reports, and rebuttal reports. In total, they engaged in thirteen merits expert depositions and briefed six merits *Daubert* challenges.

21. On March 19, 2026, Defendants filed a Motion for Summary Judgment. [ECF No. 401.]

22. Throughout March 2026, the Parties reengaged in settlement discussions, ultimately agreeing to a classwide settlement on March 27, 2026. On the same day, the Parties filed a Notice of Settlement and Joint Motion to Stay in the Action and in the *Kleinheksel* Action. [ECF No. 418; Kleinheksel ECF No. 20]. The Court granted the stays on March 30, 2026. [ECF No. 419; Kleinheksel ECF No. 21.]

23. Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiffs in the Kleinheksel Action filed Notice of Voluntary Dismissal With Prejudice on June 11, 2026. [Kleinheksel ECF No. 24]. Those *Kleinheksel* Action plaintiffs are still Settlement Class Members.

24. The Parties now agree to settle the Action entirely, without any admission by the Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and to resolve all allegations made in or which could have been made in the Complaint and the Data Incident as it relates to it. Defendants do not in any way

acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not acknowledge, admit to, or concede any of the allegations in the complaints in related actions, or in the *Kleinheksel* Action), and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint or relating to or arising out of the Data Incident. 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. Plaintiffs enter into this Agreement to recover on the claims which were or could have been asserted in the Complaint or relating to or arising out of the Data Incident, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

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

II. Definitions

25. “**Action**” means the above-captioned action, *Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS (S.D. Fla.), including all related cases that were consolidated into the Action.

26. **“Additional Agreements”** means the Monitoring Services Order Form and the Kroll Settlement Administration Letter Agreement.

27. “**Agreement”** or **“Settlement**” or “**Settlement Agreement**” means this Settlement

Agreement between Plaintiffs and Defendants as well as the Additional Agreements.

28. "**Application for Attorneys' Fees and Costs**" means the application made with the Motion for Final Approval seeking attorneys' fees and reimbursement for costs.

29. **"Business Practice Changes"** means the business practice changes described in Section V.

30. "**CAFA Notice**" means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

31. "**Cash Payment for Documented Out-of-Pocket Losses**" or "**Cash Payment**" means the cash compensation that Settlement Class Members with Documented Out-of-Pocket Losses may elect under the Settlement.

32. **"Claim"** means the submission of a Claim Form by a Claimant.

33. "**Claim Form"** means the proof of claim, substantially in the form attached hereto as ***Exhibit 5***, which may be modified as necessary, subject to the Parties' approval.

34. "**Claim Form Deadline"** shall be 30 days before the scheduled Final Approval Hearing 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.

35. "**Claimant**" means an individual who submits a Claim Form.

36. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

37. **"Class Counsel**" means Jeff Ostrow of Kopelowitz Ostrow P.A., Peter Prieto of

Podhurst Orseck, P.A., and Stephanie Casey of Colson Hicks Eidson, P.A.

38. "**Class List**" is the list of class members, as defined in this Agreement, provided by Defendants to the Settlement Administrator. The Class List shall include the Settlement Class members' names and physical mailing addresses (if available).

39. "**Class Representatives**" means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

40. "**Complaint**" means the Second Amended Consolidated Class Action Complaint; the Amended Consolidated Class Action Complaint; and the Consolidated Class Action Complaint.

41. "**Court**" means the Southern District of Florida, and the Judge(s) assigned to the Action.

42. "**Data Incident**" means the alleged incident that occurred around and/or between February 22, 2023 and March 7, 2023, in which an unauthorized third party potentially gained access to Settlement Class Members' Private Information.

43. "**Defendant MCNA, Inc.**" or **"MCNA, Inc."** means Managed Care of North America, Inc., a defendant in the Action.

44. "**Defendant MCNAIC**" or **"MCNAIC"** means MCNA Insurance Company, a defendant in the Action.

45. "**Defendant Healthplex**" or **"Healthplex"** means Healthplex, Inc., a defendant in the Action.

46. "**Defendants**" means Defendant MCNA, Inc., Defendant MCNAIC, and Defendant Healthplex, collectively.

47. "**Defendants' Counsel**" means Allison Holt Ryan, Alicia J. Paller, and Mark R.

Cheskin of Hogan Lovells US LLP.

48. "**Documented Out-of-Pocket Losses**" means actual, documented and unreimbursed out-of-pocket costs or expenditures due to fraud or identity theft resulting directly from fraud or identity theft relating to the Data Incident, if the cost or expenditure: (i) is an actual, documented and unreimbursed monetary cost or expenditure due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance .

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

50. **"Email Notice"** means email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, and distributed to Settlement Class Members' email addresses.

51. "**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.

52. "**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 and Costs.

53. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached as ***Exhibit** 7*.

54. "***Kleinheksel* Action**" means *Kleinheksel, et al. v. Managed Care of North America, Inc., et al.*, Case No. 0:25-cv-61045-AHS (S.D. Fla.).

55. **"Kroll Settlement Administration Letter Agreement"** means the letter agreement executed on June 11, 2026 for the services to be performed that are described in this Agreement.

56. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 4***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

57. **"MCNA"** means MCNA, Inc. and MCNAIC, collectively.

58. "**Medical Data Monitoring**" means the two years of CyEx's Medical Shield Complete monitoring that all Settlement Class Members will automatically be eligible to enroll in under the Settlement, pursuant to the Monitoring Services Order Form.

59. "**Monitoring Services Order Form**" mean the Monitoring Services Order Form, executed on June 11, 2026, between CyEx and MCNA, for the services to be performed arising out of this Agreement.

60. "**Motion for Final Approval**" means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

61. "**Motion for Preliminary Approval**" means the unopposed motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

62. "**Notice**" means the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for

Preliminary Approval.

63. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

65. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

66. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

67. “**Party**” means each of the Plaintiffs and Defendants, and “Parties” means Plaintiffs and Defendants collectively.

68. “**Plaintiffs**” means Kade McCraw, Sara Hughes, Samantha Hathaway, Tarek Kachakech, Yvon Hanekom, and Frannie Zurline.

69. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2,*** that the Settlement Administrator may disseminate to Settlement Class members by mail.

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

71. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 6***.

72. "**Private Information**" means Settlement Class Members' information that may have been exposed in the Data Incident, which potentially may include name, date of birth, address, telephone, and email; Social Security number; driver's license number or government-issued identification number; health insurance information, such as name of plan/insurer/government payor, member/Medicaid/Medicare ID number, plan and/or group number; and/or information regarding dental/orthodontic care.

73. "**Publication Notice**" means the additional form of Notice, substantially in the form attached hereto as ***Exhibit 3***, that the Settlement Administrator may use to notify Settlement Class Members for whom addresses are unavailable.

74. "**Releases**" means the releases and waiver set forth in Section XIII of this Agreement.

75. "**Released Claims**" means any and all actual, existing or potential, filed or unfiled, asserted or unasserted, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, liquidated or unliquidated liabilities, claims, demands, liabilities, rights, actions, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, losses and remedies, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, common law, equity, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to or arising out of (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited or which could have been cited in the Complaint.

76. "**Released Parties**" means Defendants and Defendants' past, present, and future

direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees. "Released Parties" also includes any Covered Entity end-clients of Defendants whose insurance plan members' information potentially may have been exposed in the Data Incident and Healthplex customers on whose behalf notice was provided to individuals. 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.

77. "**Releasing Parties**" means (i) Plaintiffs 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 entireties, 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).

78. "**Settlement Administrator**" means Kroll Settlement Administration LLC or "Kroll."

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

80. “**Settlement Class**” means all living individuals who were sent a notice of the Data Incident stating that their Private Information was potentially impacted as a result of the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) any Settlement Class Member who timely and properly opts-out of the Settlement.

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

82. “**Settlement Class Member Benefits**” means Cash Payments for Documented Out-of-Pocket Losses, Medical Data Monitoring, Business Practice Changes, Settlement Administration Costs, and attorneys’ fees and costs.

83. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for 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 and Costs, 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.

84. “**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.

85. "**Value of the Settlement**" means the total value of each of the Settlement Class Member Benefits procured by Plaintiffs as a result of the Settlement.

III. Payment of Settlement Class Member Benefits

86. Pursuant to the terms of Sections IV and V herein, and the Additional Agreements, Defendants shall pay all of the following Settlement Class Member Benefits: (1) all Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members who submit Valid Claims, up to $250,000.00; (2) the cost of Medical Data Monitoring for all Settlement Class Members up to the amount specified in the terms of the Monitoring Service Order Form; (3) all Settlement Administration Costs, up to $2,000,000.00; (4) any attorneys' fees awarded by the Court, up to $6,400,000.00; and (5) any other litigation costs awarded by the Court, up to $1,313,000.00. Defendants will have no further obligation, and under no circumstance will Defendants be obligated, to make any other payments other or more than those expressly identified in this Agreement and the Additional Agreements.

87. Defendants shall directly pay the Settlement Administration Costs to the Settlement Administrator pursuant to the Kroll Settlement Administration Letter Agreement, paying all invoices when issued, subject to a $2,000,000.00 cap. If there is no Final Approval or the Effective

Date does not occur, following the payment of any unpaid invoices for Settlement Administration Costs, Defendants shall have no other financial obligations pursuant to this Agreement.

IV. Certification of the Settlement Class

88. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action, the *Kleinheksel* Action, or any other action relating to or arising out of the alleged Data Incident.

V. Settlement Class Member Benefits

89. The Settlement includes the following Settlement Class Member Benefits, all of which will be paid by the Defendants subject to the limits described in Section III-V: (a) the cost of Medical Data Monitoring for all Settlement Class Members; (b) Cash Payments for Documented Out-of-Pocket Losses to all those Settlement Class Members who submit Valid Claims; (c) Business Practice Changes; (d) Settlement Administration Costs; and (d) any Court-approved attorneys' fees and costs.

a. Medical Data Monitoring

All Settlement Class Members will, without having to file a Claim, automatically receive the opportunity to enroll in two years of CyEx's Medical Shield Complete that will include: (i) $1,000,000 Identity Theft Insurance with no deductible; (ii) Real Time Monitoring of the credit file with one credit bureau; (iii) Medicare Beneficiary Identifier ID monitoring; (iv) Medical Record Number Monitoring; (v) International classification of disease monitoring; (vi) National provider identifier monitoring; (vii) Health Savings Account monitoring; (viii) Dark Web scanning with immediate notification of potential unauthorized use; (ix) Security freezing assistance; and (x) Victim assistance and access to fraud resolution agents to help investigate and resolve instances of identity theft. Each Settlement Class Members' Notice will include a unique code that, beginning 30 days after the Effective Date, may be used to activate their monitoring subscription. The CyEx Medical Shield Complete has a current retail cost of $179.40 per year per Settlement Class Member. Within thirty days of the Effective Date, Defendants will be responsible for paying CyEx LLC directly for all costs associated with enrolling all Settlement Class Members in Medical Data Monitoring pursuant to the Monitoring Service Order Form. Under no circumstances will MCNA be obligated to pay any more than the amount specified in the Monitoring Service Order Form, for the costs associated with enrolling all Settlement Class Members in the Medical Data Monitoring.

b. **Cash Payment for Documented Out-of-Pocket Losses**

In addition to receiving the opportunity to enroll in Medical Data Monitoring, Settlement Class Members may also submit a Claim Form for a Cash Payment for up to $2,500.00 each. To receive a Cash Payment for Documented Out-of-Pocket Losses, Settlement Class Members must, under penalty of perjury, submit and complete a Claim Form with supporting documentation of actual expenditures resulting from the alleged Data Incident. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects the Claim for any reason and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. There will be a maximum payment of $250,000.00 for all Claims made for Cash Payments for Documented Out-of-Pocket Losses. Settlement Class Member Cash Payments will be reduced *pro rata* in the event the total of all Valid Claims exceeds the above cap. Within 30 days of the Effective Date, and following receipt of an invoice from the Settlement Administrator, Defendants will pay the Settlement Administrator the amount necessary to satisfy all Settlement Class Members' Valid Claims for Cash Payments. There will be a maximum payment of $250,000.00, for all costs associated with the Cash Payment for Documented Out-of-Pocket Losses described in this subparagraph.

c. **Business Practice Changes**

Without acknowledging, admitting to, or conceding any allegations as to the adequacy of its data security before, during, or after the Data Incident, MCNA agrees that they have undertaken, and will continue to undertake, reasonable steps to further secure their systems and environments, including changes and improvements that have been made or are being made to protect Settlement Class Members' Private Information. Except where otherwise required by legal or contractual obligations that Defendants may have, the Parties expressly understand and acknowledge that this provision does not create any third-party enforcement rights and does not impose on Defendants any ongoing reporting or audit obligations.

VI. Settlement Approval

90. Plaintiffs' Motion for Preliminary Approval shall, among other matters, 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 and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Kroll Settlement Administration LLC as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Peter Pietro, and Stephanie Casey as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

91. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. Class Counsel shall 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.

92. 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 Claim Process, and ensuring the distribution of all Settlement Class Members Benefits.

93. The Settlement Administrator's duties include the following:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice and Publication Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members who submit a Valid Claim;

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

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

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

e. Respond to any mailed Settlement Class Member inquiries;

f. Process all opt-out requests from the Settlement Class;

g. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, 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 Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distribute Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members with Valid Claims by electronic means;

j. Invoice Defendants for payment of Settlement Administration Costs, as provided in the Agreement; and

k. Any other Settlement administration function at the instruction of Class Counsel and Defendants.

94. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. Non-substantive revisions to the Notices may also be made prior to dissemination of the Notice.

95. The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (1) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; or (2) the payment or withholding of any taxes and tax-related expenses.

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

96. Defendants will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

97. Within 30 days following 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.

98. Upon receipt of the Class List, the Settlement Administrator will conduct a reverse lookup to locate an email address(es) for each member of the Settlement Class using the information provided in the Class List. Following the Settlement Administrators' completion of the email search, the Settlement Administrator shall send Email Notice to all those Settlement Class Members for which email addresses are available. Those Settlement Class Members whose Email Notice bounce back as undeliverable will be sent a Postcard Notice.

99. Publication Notice will commence within 30 days following Preliminary Approval and be disseminated in a manner determined by the Settlement Administrator in consultation with the Parties. The Publication Notice will direct the Settlement Class to the Settlement Website for more information about the Settlement and to learn how to submit a Claim.

100. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) the Medical Data Monitoring Code to activate the monitoring service following the Effective Date; (c) how to submit a Claim Form for a Cash Payment; (d) the Claim Form Deadline; (e) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (f) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (g) the Final Approval Hearing date; and (h) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices 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.

101. Reminder Email Notices will be sent 30 days after Email Notices are first sent to Settlement Class Members. The Settlement Administrator will attempt to find better addresses for those Settlement Class Members for which Postcard Notices are undelivered or returned.

102. The Notice Program must be completed no later than 45 days before the initial scheduled Final Approval Hearing.

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

104. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time until the Opt-Out Deadline 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 requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that

Settlement Class Member does not submit a Valid Claim.

105. The Long Form Notice shall also describe a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If 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.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. any objector or objector's counsel who uses Artificial Intelligence to assist in drafting the objection must disclose it use and what platform(s) was used;

d. the number of times the objector has objected to a class action settlement within the five 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 and Costs;

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

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

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

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

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

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. Failure to strictly comply with each and every requirement contained in this paragraph, in the Long Form Notice, and in the Court's Preliminary Approval Order will result in the Court summarily overruling the objection on procedural grounds.

107. Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out and the

objection will be overruled.

IX. Claim Process and Disbursement of Cash Payments

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

109. 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.

110. The Settlement Administrator shall collect, review, and assess each Claim Form and any supporting documentation 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.

111. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or invalid 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.

112. 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 they deem 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.

113. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator will send a Notice of Deficiency to the Settlement Class Member 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 Settlement Class Member using the contact information provided in the Claim Form. Additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 10 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

114. 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 provide sufficient documentation of actual expenditures incurred as a result of the Data Incident;

i. Failure to submit a Claim Form by the Claim Form Deadline; and/or

j. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 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, insufficient documentation, or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and

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

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

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

118. The Settlement Administrator shall distribute Cash Payments within 45 days of the Effective Date.

119. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will elect the method of electronic payment when submitting their Claim. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

120. In the event there are funds remaining following the issuance of Cash Payments for

Documented Out-of-Pocket Losses of Valid Claims, all such funds shall be treated as residual funds as described in Section XII.

X. Final Approval Order and Final Judgment

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

122. 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 and Costs. 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 the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendants and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement pursuant to its terms.

XI. <u>Attorneys' Fees and Costs</u>

123. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to $6,400,000.00 using the risk-enhanced lodestar method, plus reimbursement of litigation costs of no more than $1,313,000.00. In accordance with the limitations set forth in Section III, Defendants agree to pay up to these amounts if the Effective Date occurs and if approved by the Court. The attorneys' fees and cost awards approved by the Court shall be paid by the Defendants by wire transfer to an account designated by Class Counsel within thirty days of the Effective Date.

124. Defendants' obligation to pay for attorneys' fees and reimburse Class Counsel for litigation costs, subject to Court approval and the Effective Date occurring, shall be payable separate and apart from the Settlement Class Member Benefits available to the Settlement Class Members (i.e., Medical Data Monitoring and Cash Payments for Documented Out-of-Pocket Losses).

125. This Settlement is not contingent on approval of the request for attorneys' fees and costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was not negotiated until after an agreement was reached on all material terms of the Settlement.

XII. <u>Disposition of Residual Funds</u>

126. Any residual funds shall be distributed to the *cy pres* recipient approved by the

Court within 90 days after the Effective Date. The Parties agree to propose Legal Aid Service of Broward County.

XIII. Releases

127. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, the Released Claims.

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

129. With respect to the Released Claims, Plaintiffs 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. Plaintiffs 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 Plaintiffs and Defendants 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. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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

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

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

130. Plaintiffs 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 for Documented Out-of-Pocket Losses from the Settlement.

131. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not receive Medical Data Monitoring and/or a Cash Payment under the Settlement.

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

133. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. <u>Termination of Settlement</u>

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

d. Court approval of the Settlement Class Member Benefits set forth in Section V and the Releases set forth in Section XIII of this Agreement;

e. The Court has entered the Preliminary Approval Order;

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

Approval; and

g. The Effective Date has occurred.

135. Defendants shall have the option to terminate this agreement by notifying Class Counsel and the Court of its intent to do so within 14 days of any of the following: (a) the Court's refusal to grant Preliminary Approval of the Settlement in any material respect; (b) the end of the Opt-Out Period, if more than 2,000 members of the Settlement Class timely and validly opts-out of the Settlement; (c) the Court's refusal to grant Final Approval in any material respect; or (d) the date upon which the Final Approval Order is modified or reversed in any material respect by any appellate or other court. This Agreement shall terminate five (5) days after such written notice is provided.

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

XV. Effect of Termination

137. 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 Plaintiffs', Class Counsel's, Defendants', and Defendants' 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.

138. 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

139. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for non-settlement purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have 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.

140. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, retained experts, and conducted independent investigation of the alleged claims. Class Counsel

concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

141. 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.

142. 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 Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XVII. Miscellaneous Provisions

144. ***Deadlines***. If any of the dates or deadlines specified in this Agreement or attached exhibits falls on a weekend or legal holiday, the applicable due date or deadline shall fall on the next business day.

145. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel

shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from referring to the publicly-available facts of this Agreement or Settlement; from notifying or explaining that the Action has settled; or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

146. ***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.

147. ***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.

148. ***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.

149. ***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.

150. ***Other Litigation***. Plaintiffs and Class Counsel will not cooperate with or encourage

any action or filing of claims against Defendants or any Released Parties related to any of the Released Claims.

151. ***Integration and No Reliance***. This Agreement, together with the Additional Agreements, constitute 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.

152. ***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.

153. ***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 Florida, without regard to the principles thereof regarding choice of law, and approval of the Settlement and an award of attorneys' fees and costs shall be governed by federal law in the Eleventh Circuit.

154. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

155. ***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.

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

If to Plaintiffs or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Peter Prieto
PODHURST ORSECK, P.A.
2525 Ponce de Leon Blvd., Ste. 700
Coral Gables, FL 33134
pprieto@podhurst.com

Stephanie Casey
COLSON HICKS EIDSON, P.A.
806 Douglas Rd., Ste. 1200
Coral Gables, FL 33134
scasey@colson.com

If to Defendants or Defendants' Counsel:

Allison Holt Ryan
Alicia J. Paller
HOGAN LOVELLS US LLP
Columbia Square
555 13th St., NW
Washington, D.C. 20004

allison.holt-ryan@hoganlovells.com
alicia.paller@hoganlovells.com

Mark R. Cheskin
HOGAN LOVELLS US LLP
600 Brickell Ave., Ste. 2700
Miami, FL 33131
mark.cheskin@hoganlovells.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.

157. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

158. ***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.

159. ***Authority***. 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.

160. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendants 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.

161. ***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 and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to 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.

162. ***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.

Signature Page Follows

CLASS COUNSEL (On Behalf of all Plaintiffs)

Jeffrey Ostrow
Jeffrey Ostrow (Jun 11, 2026 13:48:57 EDT)
____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Peter Prieto
Peter Prieto (Jun 12, 2026 11:49:10 EDT)
____
PETER PRIETO
PODHURST ORSECK, P.A.

Stephanie A. Casey
Stephanie A. Casey (Jun 11, 2026 16:52:41 EDT)
____
STEPHANIE CASEY
COLSON HICKS EIDSON, P.A.

DEFENDANTS

MANAGED CARE OF NORTH AMERICA, INC.

____
By: ______________________________
Its _______________________________

MCNA INSURANCE COMPANY

____
By: ______________________________
Its _______________________________

HEALTHPLEX, INC.

____
By: ______________________________
Its _______________________________

DEFENDANTS' COUNSEL

____
ALLISON HOLT RYAN
HOGAN LOVELLS US LLP

CLASS COUNSEL (On Behalf of all Plaintiffs)

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JEFF OSTROW
KOPELOWITZ OSTROW P.A.

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PETER PRIETO
PODHURST ORSECK, P.A.

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COLSON HICKS EIDSON, P.A.

DEFENDANTS

MANAGED CARE OF NORTH AMERICA, INC.

Steven Burstein
Steven Burstein (Jun 12, 2026 08:00:22 CDT)
By: Steven Burstein
Its Deputy General Counsel

MCNA INSURANCE COMPANY

Steven Burstein
Steven Burstein (Jun 12, 2026 08:00:22 CDT)
By: Steven Burstein
Its Deputy General Counsel

HEALTHPLEX, INC.

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Steven Burstein (Jun 12, 2026 08:00:22 CDT)
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DEFENDANTS' COUNSEL

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