

# Exhibit E

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE APOLLOMD DATA BREACH  
LITIGATION

CASE NO.: 1:25-cv-05439-SEG

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, 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 owns and operates a private healthcare management group that partners with healthcare entities across the country for multi-specialty physician and practice management services in emergency medicine, hospital medicine, anesthesia, and radiology.

2. In the regular course of business, Defendant collects, stores, and/or maintains certain Private Information pertaining to patients of its affiliated physicians and practices.

3. On or about May 22, 2025, Defendant was alerted to unusual activity in its information technology environment. Defendant's investigation determined that between May 22, 2025, and May 23, 2025, an unauthorized third party accessed Defendant's Information Technology environment and may have accessed and/or acquired files containing Private Information for patients treated by Defendant's affiliated physicians and practices.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

4. Defendant caused notice to be sent to individuals whose Private Information may have been impacted in the Data Incident in two waves—the first wave was mailed beginning on September 17, 2025 and the second wave in March 2026. In total, approximately 662,000 individuals will receive notice of the Data Incident.

5. Following receipt of notice, Plaintiff Lee Flint filed the first class action lawsuit against Defendant related to the Data Incident. [ECF No. 1].

6. Thereafter, Plaintiffs Townsend, Bruni, and Odonnell each filed class action lawsuits containing similar claims as to Plaintiff Flint.

7. Counsel for plaintiffs in the three actions then conferred and decided to work cooperatively and litigate their actions in a single action.

8. On October 3, 2025, Plaintiff Flint filed a Motion to Consolidate Actions, Appoint Interim Class Counsel, and Set Deadline for Filing of Consolidated Complaint. [ECF No. 6]. On January 20, 2025, the Court granted the motion to consolidate and appointed Jeff Ostrow and Casandra Turner as Interim Co-Lead Class Counsel. [ECF No. 12].

9. Several other Related Actions were then filed around the country naming Defendant's Affiliated Healthcare Providers.

10. Following consolidation, the Parties decided to conserve resources and explore resolution of the entire action. The Parties set a mediation with experienced class action mediator Steven Jaffe, Esq. of Upchurch Watson White & Max.

11. In advance of mediation, Plaintiffs requested and Defendant produced informal discovery responses related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the states in which they resided on the date of the Data Incident, the categories of Private Information involved, and the security enhancements taken since

the Data Incident to better protect its computer systems for future data incidents. The Parties also exchanged detailed mediation Statements outlining their positions with respect to liability, damages, and settlement.

12. The mediation took place on January 30, 2026. After a full day of arms-length negotiations, the Parties agreed to the material terms of the Settlement to resolve all claims on a classwide basis.

13. On February 2, 2026, the Parties filed a Notice of Settlement and Joint Motion to Stay the Action pending the approval of the Settlement. [ECF No. 17]. The Court granted the motion on February 18, 2026. [ECF No. 18].

14. All Related Actions naming Defendant and/or Affiliated Healthcare Providers were then dismissed.

15. Plaintiff filed the operative consolidated Complaint in this Action on February 26, 2026. [ECF No. 19].

16. The Parties now agree to settle the Action entirely, without any admission by the Defendant or the Affiliated Healthcare Providers of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall

not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

**II. Definitions**

17. “**Action**” means the above-captioned action, *In re ApolloMD Data Breach Litigation*, Case No. 1:25-cv-5439 (N.D. Ga.).

18. “**Affiliated Healthcare Providers**” means covered entities managed by Defendant and any hospitals or health systems that contract with such covered entities for the provision of healthcare services that were impacted in the Data Incident, including, but not limited to, the entities identified in Addendum A attached hereto.

19. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Plaintiffs and Defendant.

20. “**Application for Attorneys’ Fees and Costs**” means the application made with the Motion for Final Approval seeking attorneys’ fees and reimbursement for costs.

21. “**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.

22. “**Cash Payment(s)**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

23. “**Cash Payment A – Documented Losses**” or “**Cash Payment A**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

24. “**Cash Payment B – Alternate Cash**” or “**Cash Payment B**” means the cash compensation that Settlement Class Members may elect under the Settlement.

25. “**Claim Form**” means the form that will be used by Settlement Class Members to submit a claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval.

26. “**Claim Form Deadline**” shall be 90 days from Notice Commencement 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 Settlement Class Member Benefit.

27. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

28. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

29. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A. and Casandra Turner of Milberg, PLLC.

30. “**Class List**” is the list of individuals in the Settlement Class, including full names

and addresses. Defendant shall provide the Class List to the Settlement Administrator within 14 days of entry of the Preliminary Approval Order, which will be used for the provision of Notice.

31. “**Class Representatives**” means the Plaintiffs the Court approves to serve as representatives of the Settlement Class.

32. “**Complaint**” means the Consolidated Complaint filed in this Action on February 26, 2026.

33. “**Court**” means the Northern District of Georgia, and the Judge(s) assigned to the Action.

34. “**Data Incident**” means the data security incident in which an unauthorized third party accessed Defendant’s Information Technology environment and may have acquired certain Private Information between May 22, 2025, and May 23, 2025.

35. “**Defendant**” means ApolloMD Business Services LLC, the defendant in this Action.

36. “**Defendant’s Counsel**” means Christopher A. Wiech of Baker & Hostetler.

37. “**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.

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

39. “**Final Approval**” means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order.

40. “**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.

41. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

42. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

43. “**Medical Data Monitoring**” means the CyEx medical data monitoring product that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

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

45. “**Motion for Preliminary Approval**” means the motion that Plaintiffs and Class Counsel shall file with the court seeking Preliminary Approval of the Settlement.

46. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys’ fees and costs.

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

48. “**Notice Commencement**” means the date Notice begins, which shall be no later than 30 days following Preliminary Approval.

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

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

51. “**Objection Deadline**” means 60 days following Notice Commencement and is the last date by which Settlement Class Members may object to the Settlement.

52. “**Opt-Out Deadline**” means 60 days following Notice Commencement and is the last date by which Settlement Class Members may opt-out of the Settlement.

53. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

54. “**Plaintiffs**” means Lee Flint, Shawanna Townsend, Paul Brini, Cathy O’Donnell, Cynthia Hall, Sarah Inman, Evelyn Adams, Lauren McEntee, Pamela Govan, Dominique Williams, and Carita Matthews.

55. “**Private Information**” means some combination of the following: names, dates of birth, addresses, diagnosis information, provider names, dates of service, treatment information, health insurance information, and Social Security numbers.

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

57. “**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.

58. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

59. “**Related Actions**” means those actions excluding the instant Action that named Affiliated Healthcare Providers as defendants, including: *Wooten v. Affinity Hosp., LLC, d/b/a Grandview Medical Ctr. & Trinity Emergency Phys., LLC*, No. 01-CV-2025-904084 (Jefferson Cnty., Ala.); *Bruni v. Rush Copley Med. Ctr.*, No. 2025-CH-000106 (Circuit Court of Kane Cnty., Ill.); *Flint v. Mercy Health-Regional Med. Ctr., LLC, d/b/a Mercy Health - Lorain Hosp.*, No. 1:25-cv-02382 (N.D. Ohio); *Taylor v. Methodist Healthcare Memphis Hosp. & Methodist Univ. Emergency Phys., PLLC*, No. 2:25-cv-02993 (W.D. Tenn.); *Rice v. Methodist Healthcare Memphis Hospitals and Methodist University Emergency Physicians, PLLC*, No. 2:25-cv-02992 (W.D. Tenn.); *Orton v. Affinity Hospital, LLC d/b/a Grandview Medical Center and Trinity Emergency Physicians, LLC*, No. 2:25-cv-01884-MHH (N.D. Ala.); *Bossert v. Baptist Health Care, Inc. and Pensacola Hospitalist Physicians, LLC*, No. 2025 CA 001448 (Circuit Court of Escambia County, Fla.); *Laloggia v. Aurora Emergency Physicians, LLC*, No. 1:25-cv-13789 (N.D. Ill.); and *Hall et al. v. Trinity Emergency Physicians, LLC*, No. 01-CV-2025-905528.00 (Circuit Court of Jefferson County, Ala.).

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

61. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, 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 or common law 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 the Data Incident.

62. **“Released Parties”** means Defendant and the Affiliated Healthcare Providers and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, executives, officials, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, contractors, administrators, associated third parties, predecessors, successors and assigns, third party administrators, and any other person acting on Defendant and the Affiliated Healthcare Provider’s behalf, in their capacity as such. It is understood that to the extent any Released Parties are not parties to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

63. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, predecessors, affiliates, beneficiaries, conservators, executors, estates, administrators, assigns, successors, guardians, attorneys, advisors, trustees, receivers, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

64. **“Settlement Administrator”** means Kroll Settlement Administration LLC or “Kroll”.

65. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, including costs of sending CAFA

Notice.

66. “**Settlement Class**” means all individuals residing in the United States who were sent notice that their Private Information may have been impacted by the Data Incident. Excluded from the Settlement Class Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who timely and properly opt-out of the Settlement; any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; and any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting any criminal activity related to the Data Incident, or who pleads *nolo contendere* to any such charge.

67. “**Settlement Class Member**” means any member of the Settlement Class who has not submitted a timely and valid opt out from the Settlement.

68. “**Settlement Class Member Benefit**” means Cash Payments and Medical Data Monitoring that Settlement Class Members may elect in the Settlement.

69. “**Settlement Fund**” means the non-reversionary all cash \$4,020,000.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

70. “**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 at least six months after Final Approval.

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

### **III. Settlement Fund**

72. Within 30 days after entry of the Preliminary Approval Order and receipt of sufficient payment information from the Settlement Administrator, including an invoice, payment instructions, and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant will advance to the Settlement Administrator the cost of preparing and transmitting the Postcard Notices to Settlement Class Members and sending CAFA Notice. Such costs will be deducted from the Settlement Fund. Defendant shall deposit the remaining balance of the Settlement Fund within 30 days of the Effective Date and receipt of sufficient payment information from the Settlement Administrator, including an invoice, payment instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms. In the event there is no Final Approval, or the Effective Date does not occur, following the payment

of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned pro rata to the Defendant. In no event will Defendant pay or cause to be paid more than \$4,020,000.00 to the Settlement Fund.

73. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees and costs awarded by the Court.

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

#### **IV. Certification of the Settlement Class**

75. Plaintiffs shall file their Motion for Preliminary Approval no later than March 2, 2026. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court

that the Settlement Class be certified for Settlement purposes only under Federal Rule of Civil Procedure 23(b)(3). Defendant agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action settlement; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action or Related Actions.

**V. Settlement Class Member Benefits**

76. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. In addition, all Settlement Class Members may also elect to receive Medical Data Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Data Monitoring, then for Cash Payment A – Documented Losses, and then to all those who elect Cash Payment B. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses from fraud and/or identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses from fraud and/or identity theft. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable 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 the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a pro rata cash payment in the estimated amount of 75.00.

**c. Medical Data Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Data Monitoring that will include one year of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

#### **VI. Settlement Approval**

77. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program 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 as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow and Casondra Turner 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 Defendant's Counsel.

#### **VII. Settlement Administrator**

78. 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.

79. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

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

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard 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 Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. 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;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all opt-out requests from the Settlement Class;

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

i. 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;

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

k. Ensure the issuance of the Medical Data Monitoring activation codes to all Settlement Class Members who elect Medical Data Monitoring;

l. Pay Court-approved attorneys' fees and costs out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

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

81. Defendant will provide the Settlement Administrator with the Class List no later than fourteen days after entry of the Preliminary Approval Order. To the extent necessary,

Defendant will cooperate with the Settlement Administrator's updating of the Class List to accomplish the Notice Program and otherwise administer the Settlement.

82. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

83. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-Out Deadline which is the last for Settlement Class Members to opt-out of the Settlement Class; (e) 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; (f) the Final Approval Hearing date; and (g) 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.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice Commencement. 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.

85. The Long Form Notice shall also include a procedure for Settlement Class

Members to opt-out of the Settlement Class, and the 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. 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. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

86. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the 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, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the 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 mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,

Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
  - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
  - f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
  - g. a statement confirming whether the objector and/or their counsel intends to

personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or their counsel, including taking depositions and propounded document requests. Failure to fully and completely comply with the procedural requirements of this section and those in the Long Form Notice and the Court's Preliminary Approval Order will result in the Court overruling the objection without consideration of the objection on the merits. Any Settlement Class Member who objects to the Settlement, and also submits a request to opt-out of the Settlement, will be deemed to have opted-out of the Settlement and their objection will not be considered by the Court.

88. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

89. The Notice Program shall be completed in its entirety no later than 45 following Notice Commencement.

**IX. Claim Process and Disbursement of Cash Payments**

90. 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.

91. 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.

92. The Settlement Administrator shall collect, review, and address each Claim Form

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

93. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

95. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise

the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 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 Defendant and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class.

- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this

Settlement.

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

- a. The Settlement Administrator shall have 20 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's 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.

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

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

100. No later than 60 days after Final Approval or 45 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

101. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their form of payment on their Claim Form. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within 90 days of issuance. 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.

102. In the event there are funds remaining in the Settlement Fund 150 days following the date Settlement Class Members are issued checks, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

103. Within 30 days of the Effective Date, the Settlement Administrator will send an email with instructions on how to activate the Medical Data Monitoring service to those Settlement Class Members who submitted Valid Claims for Medical Data Monitoring.

**X. Final Approval Order and Final Judgment**

104. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of

the Application for Attorneys' Fees and Costs, 45 days following Notice Commencement. 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.

105. 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 the Due Process requirements of the United States Constitution;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the 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 Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Attorneys' Fees and Costs**

106. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 35 days of the Effective Date.

107. 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 all material terms of the Settlement.

**XII. Disposition of Residual Funds**

108. In the event there are funds remaining in the Settlement Fund 150 days following the date Settlement Class Members are sent their Cash Payments by check, any residual shall be distributed to the Electronic Privacy Information Center, to be approved by the Court.

**XIII. Releases**

109. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

110. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

111. 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 obtain any of the Settlement Class Member Benefits under the Settlement.

112. 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 Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

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

#### **XIV. Termination of Settlement**

114. This Agreement shall be subject to and is expressly conditioned on the occurrence

of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. 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
- d. The Effective Date has occurred.

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

116. Defendant shall have the right, but not the obligation, to terminate this class settlement if 500 or more Settlement Class Members object and/or opt out of the Settlement.

117. 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*.

118. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement

Administrator the Settlement Administration Costs paid or incurred.

**XV. Effect of Termination**

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

120. 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**

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

122. 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, 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.

123. 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.

124. 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.

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

Agreement or the Releases contained herein.

**XVII. Miscellaneous Provisions**

126. ***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 Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the 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.

127. ***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.

128. ***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.

129. ***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.

130. ***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.

131. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

132. ***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.

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

134. ***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.

135. ***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.

136. **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

Casondra Turner  
**MILBERG, PLLC**  
260 Peachtree St. NW, Ste. 2200  
Atlanta, GA 30303  
cturner@milberg.com

**If to Defendant or Defendant's Counsel:**

Christopher A. Wiech  
**BAKER & HOSTETLER LLP**  
1170 Peachtree St., Ste. 2400  
Atlanta, GA 30309  
cweich@bakerlaw.com

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

137. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the

Settlement has been approved preliminarily by the Court, approved by the Court.

138. **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.

139. **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.

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

141. **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.

142. ***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 TO FOLLOW]**


Executed on March 4, 2026 by:

**CLASS COUNSEL (On Behalf of the Plaintiffs)**

  
\_\_\_\_\_  
Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**

  
\_\_\_\_\_  
Casondra Turner  
**MILBERG, PLLC**

**APOLLO MD BUSINESS SERVICES, LLC'S  
COUNSEL**

  
\_\_\_\_\_  
Christopher A. Wiech (On Behalf of ApolloMD Business Services, LLC)  
**BAKER & HOSTETLER LLP**

## **ADDENDUM A**

Aiken Physician Services, LLC; Arkansas Emergency Group, PLLC; Aurora Emergency Physicians, LLC; Baptist Health Care, Inc.; Bluefield Emergency Group, LLC; Blueridge Physicians Group, LLC; Broad River Physicians Group, LLC; Carlisle Physician Services, LLC; Chester Physicians Group, LLC; Colonial Rehabilitation Group, LLC; Colorado Anesthesia Group, LLC; Commonwealth Hospitalist Group, LLC; Essex Physicians Group, LLC; Floridian Emergency Specialists, LLC; Floridian Hospitalist Services, LLC; Georgia Hospitalists Group, LLC; Indian River Emergency Group, LLC; Indiana Physician Services, LLC; Iredell County Group Services, PLLC; James River Emergency Group, LLC; James River Hospitalist Group, LLC; Lehigh Physician Services, LLC; Liberty Emergency Physicians, LLC; Lorain Emergency Physicians, LLC; Low Country Physicians Group, LLC; Marion Emergency Physicians, LLC; Mesquite Physicians Group, PLLC; Middle Georgia Emergency Group, LLC; Midway Emergency Physicians, LLC; Midwestern Emergency Group, LLC; Mercy Health-Lorain Hospital; Mercy Health – Regional Medical Center, LLC; Methodist Healthcare Memphis Hospitals; Methodist University Emergency Physicians, PLLC; Mount Pleasant Emergency Physicians, LLC; North Carolina Emergency Partners, PLLC; North Carolina Emergency Physicians, PLLC; Oglethorpe Physician Services, LLC; Olive Branch Emergency Physicians, LLC; Passaic Hospitalist Services, LLC; Passaic River Physicians, LLC; Pensacola Hospitalist Physicians, LLC; Pennsylvania Hospitalist Group, LLC; Porter Group Services, LLC; Red Rock Anesthesia, PLLC; Regional Medical Center, LLC; River Physicians Group, LLC; Roanoke Physician Services, LLC; Rush Copley Medical Center; Seven States Hospitalist Group, LLC; South Carolina Anesthesia Associates, LLC; South Carolina Emergency Physicians, LLC; South Carolina Group Services, LLC; South Carolina Radiology Group, LLC; Southern Virginia Hospitalists, LLC; Southern Virginia Physicians, LLC; Spartanburg Emergency Physicians, LLC; The Bortolazzo Group, LLC; Trinity Emergency Physicians, LLC; Tullahoma Hospitalist Group, PLLC; Tullahoma Physicians Group, PLLC; Union Physicians Group, LLC; Virginia Emergency Group, LLC; Virginia Palliative Partners, LLC; West Virginia Group Services, LLC; and Western Indiana Physicians, LLC.

# EXHIBIT 1

*In re ApolloMD Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

FIRST CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

NOTICE OF CLASS ACTION  
SETTLEMENT

**You are eligible for  
benefits from a class  
action settlement  
regarding the  
ApolloMD  
Data Incident.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover**

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with ApolloMD Business Services LLC (the “Defendant”) in a class action lawsuit about a data security incident on or around May 22, 2025, in which an unauthorized third party may have accessed and/or acquired files containing the Private Information of patients treated by the Defendant’s affiliated physicians and practices (the “Data Incident”). The Defendant denies any wrongdoing.

**Am I included?** You are receiving this Notice because the Defendant’s records show you are included in the Settlement Class. The Settlement Class consists of all individuals living in the United States who were sent notice that their Private Information may have been impacted by the Data Incident.

**What does the Settlement provide?** If approved by the Court, the Defendant will pay \$4,020,000 to resolve the lawsuit. After deducting court-approved attorneys’ fees and costs and Settlement Administration Costs, the balance will be used to provide Settlement Class Member Benefits. Settlement Class Members may file a Claim Form to receive either (i) a payment of up to \$5,000 for unreimbursed Documented Losses (Cash Payment A) or (ii) an Alternate Cash payment estimated at \$75 (Cash Payment B). Payment amounts may be adjusted based on the number of Valid Claims filed. Settlement Class Members may also choose to receive one (1) year of Medical Data Monitoring.

**How do I get the Settlement Class Member Benefits?** You must file a Claim Form online by 11:59 p.m. ET at [www.\[website\].com](http://www.[website].com) or use the attached Claim Form and mail it to the address on the form postmarked by **Month XX, 2026**. Claim Forms are also available on the Settlement Website or by calling **(XXX) XXX-XXXX**.

**What are my other options?** If you do nothing, you will not receive any Settlement Class Member Benefits, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any Settlement Class Member Benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement you must exclude yourself from the Settlement Class (called “opting out”). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

**The Court’s Final Fairness Hearing.** The Court will hold a hearing on **Month XX, 2026** to decide whether to approve the Settlement and up to \$1,340,000 in attorneys’ fees, plus reimbursement of costs. You or your lawyer may attend the hearing at your own expense.

**For more information or to update your address:** Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call **(XXX) XXX-XXXX** for more information.

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Place  
Postage  
Here

*In re ApolloMD Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

&lt;&lt;Barcode&gt;&gt;

Class Member ID: &lt;&lt;Refnum&gt;&gt;

**POSTCARD CLAIM FORM**Claim Forms must be postmarked no later than **Month XX, 2026**.**Cash Payment A - Documented Losses:** You MUST submit a Claim Form online or use the full Claim Form available on the Settlement Website to make a claim for documented losses.

Class Member ID: &lt;&lt;refnum&gt;&gt;

&lt;&lt;firstname&gt;&gt; &lt;&lt;mi&gt;&gt; &lt;&lt;lastname&gt;&gt;

&lt;&lt;address1&gt;&gt; &lt;&lt;address2&gt;&gt; &lt;&lt;City&gt;&gt;,

&lt;&lt;State&gt;&gt; &lt;&lt;Zip&gt;&gt;

If different from the preprinted data on the left, please print your correct address information.

Address

City

State

Zip Code

Check the box next to the benefit(s) you are claiming:

You may claim both Cash Payment B - Alternate Cash and Medical Data Monitoring.

- Medical Data Monitoring:** I want to receive one (1) year of Medical Data Monitoring.
- Cash Payment B – Alternate Cash:** I want to receive an alternate cash payment of approximately \$75.\*

\*Final amount to be determined after all valid Claim Forms are submitted.

Select one of the following payment options to receive your Cash Payment:  PayPal  Venmo  Zelle  Check**Required for electronic payment: Mobile Number:** \_\_\_\_\_ **or Email:** \_\_\_\_\_

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

**Signature:****Date (MM/DD/YYYY):**

# EXHIBIT 2

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Northern District of Georgia, Atlanta Division  
*In re ApolloMD Data Breach Litigation*, Case No.: 1:25-cv-05439-SEG

**Were you notified that your Private Information may have been potentially compromised by a Data Incident at ApolloMD? You may be eligible for benefits from a class action Settlement.**

*A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached with ApolloMD Business Services LLC (“ApolloMD” or “Defendant”) in a class action lawsuit about a data security incident on or around May 22, 2025, in which an unauthorized third party may have accessed and/or acquired files containing Private Information of patients treated by the Defendant’s affiliated physicians and practices (the “Data Incident”). The Defendant denies these claims and maintains that it did not do anything wrong.
- You are included in this Settlement as a Settlement Class Member if you were sent a notice of the Data Incident, indicating your Private Information may have been impacted in the Data Incident.
- Under the proposed Settlement, the Defendant will pay \$4,020,000 into a Settlement Fund to resolve the case. The Settlement Fund will provide Cash Payments and Medical Data Monitoring for Settlement Class Members who submit Valid Claims, as well as Settlement Administration Costs and Attorneys’ Fees and Costs awarded by the Court.

**Your rights are affected whether you do or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to receive Settlement Class Member Benefits is to submit a valid and timely Claim Form.	<b>Month __, 2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. If you opt out, you will not receive any Settlement Class Member Benefits.	<b>Month __, 2026</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for Settlement Class Member Benefits.	<b>Month __, 2026</b>
<b>DO NOTHING</b>	If you do nothing, you will not receive any Settlement Class Member Benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	No Deadline

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

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re ApolloMD Data Breach Litigation*, Case No.: 1:25-cv-05439-SEG pending in the United States District Court for the Northern District of Georgia, Atlanta Division. The people who filed this Action are called the “Plaintiffs” and the company they sued, ApolloMD Business Services LLC (“ApolloMD”), is called the “Defendant.”

### **2. What is this Action about?**

On or about May 22, 2025, the Defendant was alerted to unusual activity in its information technology network. Upon investigation, the Defendant learned that between May 22, 2025, and May 23, 2025, an unauthorized third party may have accessed and/or acquired files containing Private Information of patients treated by the Defendant’s affiliated physicians and practices (the “Data Incident”). Private Information means some combination of the following: names, dates of birth, addresses, diagnosis information, provider names, dates of service, treatment information, health insurance information, and Social Security numbers. For a list of the Affiliated Healthcare Providers, please see Addendum A to the Settlement Agreement. Defendant caused notice to be sent to individuals whose Private Information may have been impacted in the Data Incident in two waves—the first wave was mailed beginning on September 17, 2025 and the second wave in March 2026. The Complaint alleges claims of negligence and breach of implied contract, among others. The Defendant denies all of the Plaintiffs’ claims and maintains that it did not do anything wrong.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement.

In this Action, the Class Representatives are Lee Flint, Shawanna Townsend, Paul Brini, Cathy O’Donnell, Cynthia Hall, Sarah Inman, Evelyn Adams, Lauren McEntee, Pamela Govan, Dominique Williams, and Carita Matthes.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and, through the Settlement, Settlement Class Members are eligible to claim benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

### **5. Who is included in the Settlement?**

The Settlement Class consists of all individuals residing in the United States who were sent notice that their Private Information may have been impacted by the Data Incident.

**6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are: the Defendant and the Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who timely and properly opt out of the Settlement; any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; and any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting any criminal activity related to the Data Incident, or who pleads *nolo contendere* to any such charge.

**THE SETTLEMENT CLASS MEMBER BENEFITS**

**7. What can I get from this Settlement?**

Under the proposed Settlement, the Defendant will pay \$4,020,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide Cash Payments and Medical Data Monitoring for Settlement Class Members who submit Valid Claims, as well as Settlement Administration Costs and Attorneys' Fees and Costs awarded by the Court.

Settlement Class Members may choose to receive either Cash Payment A or Cash Payment B:

- (1) **Cash Payment A - Documented Losses:** Reimbursement of up to \$5,000 for reasonable documented losses from fraud and/or identity theft related to the Data Incident; or
- (2) **Cash Payment B - Alternate Cash:** An alternate cash payment estimated at \$75.

In addition to Cash Payment A and Cash Payment B, Settlement Class Members may also make a claim for one (1) year of **Medical Data Monitoring**.

**8. Tell me more about Cash Payment A - Documented Losses.**

Settlement Class Members may submit a claim of up to \$5,000 for extraordinary documented losses from fraud and/or identity theft related to the Data Incident. Reasonable third-party documentation must be provided.

Examples of reasonable third-party documentation include, but are not limited to, telephone records, correspondence (including emails), and receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not submit reasonable documentation or your claim for Cash Payment A is rejected by the Settlement Administrator for any reason, and you fail to cure your claim for Documented Losses, it will be rejected and become a claim for Cash Payment B.

**9. Tell me more about Cash Payment B - Alternate Cash.**

As an alternative to Cash Payment A, Settlement Class Members may submit a claim to receive a cash payment estimated to be \$75 (Cash Payment B). This payment amount may be adjusted on a *pro rata* (proportional) basis (see Question 11). No documentation is required to submit a claim for Cash Payment B.

**10. Tell me more about the Medical Data Monitoring.**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also submit a claim for Medical Data Monitoring that will include one (1) year of CyEx’s medical data monitoring product that will include: real time monitoring of the credit file with one credit bureau; dark web scanning with immediate notification of potential unauthorized use; security freezing assistance; victim assistance; \$1,000,000 in identity theft insurance with no deductible; and access to fraud resolution agents to help investigate and resolve instances of identity theft. No documentation is required to submit a claim for Medical Data Monitoring.

**11. How will Cash Payments be calculated?**

All Cash Payments will be subject to a *pro rata* (proportional) adjustment based on the amount of Valid Claims filed and the amount of money left in the Settlement Fund after all Settlement Administration Costs and Attorneys’ Fees and Costs awarded by the Court are paid (the “Net Settlement Fund”). Valid Claims for Settlement Class Member Benefits will be calculated and distributed from the Net Settlement Fund in the following order: Medical Data Monitoring Services, Cash Payment A – Documented Losses, and Cash Payment B – Alternate Cash.

**12. What claims am I releasing if I stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant or Released Parties about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

**HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM**

**13. How do I submit a Claim Form to get Settlement Class Member Benefits?**

To receive Settlement Class Member Benefits, you must submit a Claim Form, with any necessary documentation, online by **11:59 p.m. ET on Month XX, 2026** at [www.\[website\].com](http://www.[website].com), or by mail, postmarked by **Month XX, 2026**, to:

*In re ApolloMD Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

Claim Forms are available on the Settlement Website or by calling **(XXX) XXX-XXXX**.

**14. When will I get my Settlement Class Member Benefits?**

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:X0 x.m. ET**, to decide whether to approve the Settlement and the Application for Attorneys’ Fees and Costs for Class Counsel for representing the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

### **THE LAWYERS REPRESENTING YOU**

#### **15. Do I have a lawyer in this case?**

Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and Casondra Turner of Milberg PLLC as Class Counsel. You will not be charged directly for these lawyers; instead, they will be paid out of the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **16. Should I get my own lawyer?**

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **17. How will the lawyers be paid?**

Class Counsel will ask the Court to approve attorneys' fees of up to thirty-three (33) percent of the Settlement Fund (\$1,340,000), plus reimbursement of costs. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

### **EXCLUDE YOURSELF FROM THE SETTLEMENT**

#### **18. How do I opt out of the Settlement?**

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline to opt out of the Settlement by submitting an "opt-out request" is **Month XX, 2026**.

To exclude yourself from the Settlement, you must submit a written opt-out request that includes:

- Your name, address, telephone number, and email address (if any);
- A statement indicating that you want to be excluded from the Settlement Class, such as, "I hereby request to be excluded from the proposed Settlement Class in *In re ApolloMD Data Breach Litigation*, Case No.: 1:25-cv-05439-SEG"; and
- Your personal signature.

All opt-out requests must be mailed to the Settlement Administrator at the address below, postmarked on or before, **Month XX, 2026**.

*In re ApolloMD Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
ATTN: Opt-Out Request  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**OBJECT TO THE SETTLEMENT**

**19. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the Application for Attorneys’ Fees and Costs, the Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement. Objections must be submitted in writing and must include:

- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel representing you (if any), 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;
- A list, including case name, court, and docket number, of all other cases in which you and/or your counsel and/or your counsel’s law firm have filed an objection to any proposed class action settlement in the past five (5) years, as well as a copy of any orders or rulings related to the prior objections that were issued by the trial and appellate courts in each listed case;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- A statement whether you and/or your counsel will appear at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

Objections must be filed with the Court no later than **Month XX, 2026**.

2321 Richard B. Russell Federal Building and United States Courthouse  
75 Ted Turner Drive, SW  
Atlanta, GA 30303-3309

A copy of your objection also must be mailed to Class Counsel, Defendant’s Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL	DEFENDANT’S COUNSEL	SETTLEMENT ADMINISTRATOR
Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b> 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301  Casondra Turner <b>Milberg, PLLC</b> 260 Peachtree St. NW Suite 2200 Atlanta, GA 30303	Christopher A. Weich <b>Baker &amp; Hostetler LLP</b> 1170 Peachtree St. Suite 2400 Atlanta, GA 30309	<i>In re ApolloMD Data Breach Litigation</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box <b>XXXX</b> New York, NY 10150- <b>XXXX</b>

**20. What is the difference between objecting and opting out?**

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

**THE COURT’S FINAL APPROVAL HEARING**

**21. When is the Court’s Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. ET**, at the Richard B. Russell Federal Building and Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309, Room 2321, to decide whether to approve the Settlement and Class Counsel’s Application for Attorneys’ Fees and Costs. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

**22. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

**23. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and will not be eligible to receive any Settlement Class Member Benefits.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator toll free at **(XXX) XXX-XXXX** or by mail at *In re ApolloMD Data Breach Litigation*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

# EXHIBIT 3

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**Your claim must be submitted online or postmarked by: Month XX, 2026**

**FULL-LENGTH CLAIM FORM**

*In re ApolloMD Data Breach Litigation*  
Case No.: 1:25-cv-05439-SEG

United States District Court for the Northern District of Georgia  
Atlanta Division



**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Private Information was impacted in the Data Incident. You may submit a claim for Settlement Class Member Benefits as outlined below. Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

**The Claim Form Deadline to receive Settlement Class Member Benefits is Month XX, 2026.**

Claim Forms filed online at [www.\[website\].com](http://www.[website].com) must be submitted by no later than 11:59 p.m. ET on the Claim Form Deadline. This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any necessary supporting documentation, postmarked by the Claim Form Deadline, to: *In re ApolloMD Data Breach Litigation*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

**You may submit a claim for the following Settlement Class Member Benefits:**

Check either Cash Payment A or Cash Payment B below to select your Cash Payment option.

- Cash Payment A - Documented Losses:** Up to \$5,000 for reimbursement of reasonable documented losses from fraud and/or identity theft related to the Data Incident. Documentation must be provided. See Section III for a list of documented losses.

**OR**

- Cash Payment B – Alternate Cash:** A cash payment estimated at \$75. No documentation is required.

Note: All Cash Payments will be subject to a *pro rata* (proportional) adjustment based on the amount of Valid Claims filed and the amount of money left in the Settlement Fund after all fees and costs are paid.

Check the box below if you would also like to receive Medical Data Monitoring.

- Medical Data Monitoring:** One (1) year of enrollment in CyEx’s medical data monitoring product that will include: real time monitoring of the credit file with one credit bureau; dark web scanning with immediate notification of potential unauthorized use; security freezing assistance; victim assistance; \$1,000,000 in identity theft insurance with no deductible; and access to fraud resolution agents to help investigate and resolve instances of identity theft. No documentation is required.

**I. NAME AND CONTACT INFORMATION**

Provide your name and contact information below along with the Class Member ID on your mailed Notice. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

Class Member ID:		
First Name:	Last Name:	
Address 1:		
Address 2:		
City:	State:	Zip Code:
Telephone:	Email:	

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**II. PAYMENT SELECTION**

Select one of the following payment options to receive your Cash Payment:  PayPal  Venmo  Zelle  Check

Note: The easiest way to receive your payment through electronic transfer is to file your Claim Form online on the Settlement Website ([www.\[website\].com](http://www.[website].com)) on or before 11:59 p.m. ET on **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you do not provide your mobile phone number or email address above, you will receive your Cash Payment by check to the address above.

**III. CASH PAYMENT A - DOCUMENTED LOSSES**

You may submit a claim for up to \$5,000 for reasonable documented losses from fraud and/or identity theft related to the Data Incident. Reasonable third-party documentation must be provided. Losses include, but are not limited to: long-distance telephone charges; cell phone minutes (if charged by the minute); internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident); costs of credit reports purchased between May 22, 2025 and **Month XX, 2026**; documented costs paid for credit monitoring services and/or fraud resolution services purchased between May 22, 2025 and **Month XX, 2026** as a result of the Data Incident; and documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Incident.

Examples of reasonable third-party documentation include, but are not limited to, telephone records, correspondence (including emails), and receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not submit sufficient documentation or your claim for Cash Payment A is rejected by the Settlement Administrator for any reason and you fail to cure your claim for documented losses, it will be rejected and become a claim for Cash Payment B.

**You must have unreimbursed documented losses from fraud or identity theft related to the Data Incident and submit documentation to obtain this reimbursement.**

I have attached documentation showing that the documented losses listed below were caused by the Data Incident.

Cost Type (Fill in all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

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**IV. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature: \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Print Name: \_\_\_\_\_

**Reminder:**

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the "Contact" section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you to complete your request. If you do not know your Class Member ID, please contact the Settlement Administrator.

**For more information, please visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator toll free at (XXX) XXX-XXXX.**

# EXHIBIT 4

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

CASE NO.: 1:25-cv-05439-SEG

IN RE APOLLOMD DATA BREACH  
LITIGATION

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

**THIS MATTER** is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. 20 ] for consideration of whether the Settlement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to final certify it at the final approval stage:

All individuals residing in the United States who were sent notice that their Private Information may have been impacted in the Data Incident. Excluded from the

---

<sup>1</sup> Unless otherwise indicated, capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement and Releases, attached to the Motion for Preliminary Approval as *Exhibit A*.

Settlement Class are Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who timely and properly opt-out of the Settlement, any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; and any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting any criminal activity related to the Data Incident, or who pleads *nolo contendere* to any such charge.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A. and Casondra Turner of Milberg PLLC, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that these counsel are experienced and will adequately protect the interests of the Settlement Class.

**Preliminary Approval of the Proposed Settlement**

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2) and the Eleventh Circuit's traditional *Bennett* actors, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

**Final Approval Hearing**

7. A Final Approval Hearing shall take place to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees and Costs should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys'

Fees and Costs.

9. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees and Costs no later than 45 days after Notice Commencement. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs.

10. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, no Settlement Class Member that has elected to opt-out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Preliminary Approval Order pertaining to objections, which are described below.

#### **Settlement Administration**

11. Kroll Settlement Administration LLC is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

#### **Notice to the Settlement Class**

12. The Notice, including Postcard Notice and Long Notice Form, attached as exhibits to the Settlement Agreement, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. The Claim Process and Claim Form are likewise approved. Non-material modifications to the Notices and Claim Form may be made by the Parties without

further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

#### **Opting-Out of the Settlement Class**

14. Any Settlement Class Member that wishes to opt-out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 60 days after Notice Commencement. 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. Any Settlement Class Member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class

Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member and does not include the required information for each Settlement Class Member, will not be allowed.

16. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

### **Objecting to the Settlement**

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees and Costs.

18. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 60 days after Notice Commencement. For the objection to be considered by the Court, the written objection must include:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. the case name and case number;
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

- e. 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;
- f. 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;
- g. 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;
- h. whether the objector and/or their counsel will appear at the Final Approval Hearing;
- i. a list of all persons, including the objector and/or their counsel, who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

- 19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel,

Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

#### **Claims Process and Distribution Plan**

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

#### **Termination of the Settlement and Use of this Order**

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions

existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

#### **Stay of Proceedings**

25. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

26. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally

enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court’s decision as to whether to grant Final Approval of the Settlement

**Jurisdiction Pending Settlement Approval**

27. For the benefit of the Settlement Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

**Summary of Deadlines**

28. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Notice Commencement	Within 30 days following the Preliminary Approval Order
Deadline to complete Notice Program	45 days after Notice Commencement
Deadline for filing Motion for Final Approval and Application for Attorneys’ Fees and Costs	45 days after Notice Commencement
Opt-Out Deadline	60 days after Notice Commencement
Objection Deadline	60 days after Notice Commencement
Claim Form Deadline	90 days after Notice Commencement
Final Approval Hearing	_____, 2026, at __:__ a.m./p.m. (must be at least 120 days after Preliminary Approval, or as soon thereafter depending upon the Court’s schedule).

**DONE AND ORDERD** this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
SARAH E. GERAGHTY  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 5

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

CASE NO.: 1:25-cv-05439-SEG

IN RE APOLLOMD DATA BREACH  
LITIGATION

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. [ECF No. \_ ];

WHEREAS, on \_\_\_\_\_, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2)-(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date. [ECF No. \_\_ ];

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, a notice of Settlement was timely mailed to governmental entities as provided for under 28 U.S.C. § 1715;

WHEREAS, on \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees and Costs;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement and Releases, attached as Exhibit A to the Motion for Final Approval.

3. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the factors listed in *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)<sup>1</sup> and in Federal Rule of Civil Procedure 23(e)(2), highlighted by evidence that: (a) the Class Representatives and

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<sup>1</sup> The factors are (a) there was no fraud or collusion in arriving at the settlement, and (b) the settlement was fair, adequate and reasonable, considering (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.

Class Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (c) the Settlement relief is adequate; and (d) the Settlement treats Settlement Class members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an overwhelming positive reaction from the Settlement Class given the total number of Claims made, that there were no objection(s) to the Settlement filed, and that only \_\_\_ Opt-Outs were submitted. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement and Releases, this Final Approval Order, or the Final Judgment.

6. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to protect the interests of the Settlement Class.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

11. The appointment of Plaintiffs as Class Representatives and Jeff Ostrow and Casondra Turner as Class Counsel is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and (b)(2)-(3) for only the purposes of the Settlement in that: (1) the number of members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class; (4) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class predominate over questions affecting individual Settlement Class members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

13. Therefore, the Court finally certifies the following Settlement Class: all individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who timely and properly opt-out of the Settlement, any and all federal, state or local governments, including but not limited to their

departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

15. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

16. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 150 days following the date Settlement Class Members are sent an email to select the form of electronic payment, any remaining funds shall be distributed to Electronic Privacy Information Center, which the Court approves as the *cy pres* recipient.

17. Pursuant to Federal Rule of Civil Procedure 23(h), Settlement Class Counsel is awarded \$ \_\_\_\_\_ for Attorneys' Fees and \$ \_\_\_\_\_ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. Class Counsel shall have sole responsibility, within Class Counsel's discretion, to allocate and distribute attorneys' fees among Plaintiffs' counsel. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason under the factors listed in *Camden I Condo. Ass'n. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991).<sup>2</sup>

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<sup>2</sup> The factors include: the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the

18. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

19. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, nunc pro tunc.

21. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

**DONE AND ORDERD** this \_\_\_ day of \_\_\_\_\_, 2026.

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SARAH E. GERAGHTY  
UNITED STATES DISTRICT JUDGE

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nature and the length of the professional relationship with the clients; and (12) fee awards in similar cases.

# **EXHIBIT A**

## **OPT-OUT LIST**

- 1.
- 2.