

Exhibit F

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Latoya Johnson, Janet Hall and Virginia Trupia-Lash (“Plaintiffs”), individually and on behalf of the Settlement Class, and Physicians to Women, Inc. (“PTW”) and Mid-Atlantic Women’s Care, PLC (“MAWC”) (“Defendants”) (collectively the “Parties”), in the action *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC*, 7:24-cv-00144-MFU-CKM (Western District of Virginia) (the “Action”).

RECITALS

WHEREAS, on February 23, 2024, Plaintiff Latoya Johnson filed a complaint against Defendant PTW in the United States District Court for the Western District of Virginia relating to a data security incident affecting Defendants;

WHEREAS, Plaintiff Janet Hall filed a related case against Defendant PTW in the United States District Court for the Western District of Virginia, which was later consolidated into the *Johnson* case;

WHEREAS, on May 10, 2024, Plaintiffs Latoya Johnson, Janet Hall and Virginia Trupia-Lash filed a consolidated class action complaint against Defendant PTW in the *Johnson* case;

WHEREAS, on July 24, 2024, Plaintiffs filed an amended consolidated class action complaint adding Defendant Mid-Atlantic Women’s Care, PLC;

WHEREAS, Defendants deny the allegations and causes of action pled in the Action, including but not limited to averments of standing, liability, injury, damages, wrongdoing, or certifiability of a class under the Federal Rules of Civil Procedure or otherwise; and

WHEREAS, following extensive arm’s length negotiations and a full-day private mediation, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

AGREEMENT

1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1.1 “Action” shall mean the litigation captioned *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC*, Civil Action No. 7:24-cv-00144-MFU-CKM in the United States District Court for the Western District of Virginia.

1.2 “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

1.3 “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

1.4 “Claim Form” means the document attached hereto as **Exhibit D**, pursuant to which eligible Settlement Class Members can seek an Individual Payment.

1.5 “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

1.6 “Court” means the United States District Court for the Western District of Virginia.

1.7 “Credit Monitoring Services” means the credit and medical monitoring services described in **Section 2.2(a)**, which include (i) two (2) years of one-bureau credit monitoring; and (ii) two (2) years of medical monitoring through CyEx Medical Shield Complete and \$1 million in medical identity theft insurance, among other features.

1.8 “CyEx” means CyEx LLC.

1.9 “Defendants” means Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC.

1.10 “Defense Counsel or Defendants’ Counsel” means the law firms of Baker & Hostetler LLP and Gordon & Rees, LLP.

1.11 “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

1.12 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under a written contract between Defendants, Settlement Class Counsel and the Settlement Administrator that is acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation or a federally insured credit union insured by the National Credit Union Share Insurance Fund. The Escrow Account shall be maintained by the Settlement Administrator.

1.13 “Final Approval Order and Judgment” means an order and judgment that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Federal Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

1.14 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Fed. R. Civ. P. 23 and whether to issue the Final Approval Order and Judgment.

1.15 “MAWC” means Mid-Atlantic Women’s Care, PLC.

1.16 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Settlement Administration, Notice, Costs and Expenses incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) the Credit Monitoring Services provided for in this Agreement; (iv) the payment of Out-of-Pocket losses for Approved Claims; (v) any Service Awards approved by the Court, and (vi) any Attorneys’ Fees, Costs, and Expenses approved by the Court.

1.17 “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) **Exhibit B** (“Long Form Notice”) and **Exhibit C** (“Publication Notice”).

1.18 “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

1.19 “Plaintiffs” means Latoya Johnson, Janet Hall and Virginia Trupia-Lash.

1.20 “PTW” means Physicians to Women, Inc.

1.21 “Objection Deadline” means the date by which a written objection to this Settlement Agreement must be filed with the Court and served upon Settlement Class Counsel, Defendants’ Counsel and the Settlement Administrator as agreed upon by the Parties and ordered by the Court. The Parties agree that the Objection Deadline will be 60 (sixty) days after the Notice Deadline.

1.22 “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

1.23 “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

1.24 “Out-of-Pocket Loss” means documented out-of-pocket losses incurred or spent between April 4, 2023 and seven days after the Court-approved notice of settlement is sent to the Class and includes out of pocket expenses incurred as a result of the Security Incident, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result

of the Security Incident.

1.25 “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in **Section 5**.

1.26 “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor in this Security Incident and are considered “Personal Information” for purposes of this Agreement: names, Social Security numbers, dates of birth, and medical/health information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

1.27 “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Fed. R. Civ. P. 23, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit E**.

1.28 “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated,

legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendants’ information security policies and practices, or Defendants’ maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

1.29 “Released Parties” means Defendants and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants’ and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

1.30 “Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behaves.

1.31 “Request for Exclusion” means a writing. by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in **Section 5.1**.

1.32 “Residual Funds” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund and after all settlement payments to Settlement Class Members. Often in class action settlements, some number of class members who submit valid claims and are then issued Settlement Payments fail to cash or deposit their settlement payments.

The funds remaining in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or depositing such payments has expired will be Residual Funds. The Residual Funds will be sent to Project Nana, a 501(c)(3) charitable organization agreed upon by the Parties.

1.33 “Security Incident” means the April 2023 cybersecurity incident affecting Defendants.

1.34 “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in **Section 10**.

1.35 “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.36 “Settlement Administrator” means Kroll Settlement Administration LLC, subject to Court approval.

1.37 “Settlement Administration Notice, Costs and Expenses” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, processing claims, and otherwise administering the Settlement including issuing any notice required under the Class Action Fairness Act, 28 U.S.C. § 1715.

1.38 “Settlement Class” means all individuals residing in the United States whom Defendants identified as having data at issue in the Security Incident.

1.39 “Settlement Class Counsel” means Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC.

1.40 “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members Defendants used to inform individuals of the Security Incident, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order.

1.41 “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. It is estimated that there are 91,851 Settlement Class Members.

1.42 “Settlement Class Representatives” means Latoya Johnson, Janet Hall and Virginia Trupia-Lash.

1.43 “Settlement Fund” or “Settlement Payment” means the non-reversionary cash fund that shall be established by or on behalf of Defendants in the total amount of Nine Hundred Eighteen Thousand Five Hundred Ten Dollars (\$918,510.00 USD) to be deposited into the Escrow Account, according to the schedule and under the terms set forth herein, plus all interest earned thereon. Defendant MAWC shall make an initial payment of One Hundred Twenty Thousand Dollars (\$120,000.00) into the Settlement Fund Thirty (30) Days after this Court enters the Preliminary Approval Order, which shall be available to cover Settlement Administration, Notice, Costs and Expenses incurred prior to entry of the Final Approval Order and Final Judgment, and (ii) Defendant MAWC shall pay the balance of Seven Hundred Ninety-Eight Thousand Five Hundred Ten Dollars and Zero Cents (\$798,510) into the Settlement Fund Thirty (30) Days after the Effective Date. The timing set forth in this provision is contingent upon Defendant MAWC’s receipt of a Form W-9 and payment instructions from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant MAWC does not receive this information by the date that the Preliminary Approval Order is issued, the initial payment specified by this paragraph shall be made within thirty (30) Days after Defendant

receives this information From the Settlement Payment, the Settlement Administrator shall pay all approved Claims made by Settlement Class Members, Settlement Administration Notice, Costs and Expenses, any Court approved service awards to the Settlement Class Representatives, and any Court approved fee award to Settlement Class Counsel. The Settlement Payment shall be kept in the Escrow Account, with permission granted to the Settlement Administrator to access said funds as necessary to cover Settlement Notice and Administration Costs, and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed by the Settlement Administrator pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Payment and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendants' monetary obligations under this Agreement.

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

1.44 “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in **Section 3**.

1.45 “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in **Section 4.3**.

2. SETTLEMENT BENEFITS AND RELIEF.

2.1 Payments to Settlement Class Members.

(a) Defendant MAWC shall pay or cause to be paid into the Escrow Account the total amount of the Settlement Fund (\$918,510.00 USD) according to the schedule and terms specified in section 1.43 of this Agreement.

(b) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member may claim: (i) up to a total of \$10,000 in Out-of-Pocket Losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of valid claims, upon submission of a valid claim with supporting documentation of out-of-pocket losses incurred or spent between April 4, 2023 and seven days after the Court approved notice of settlement is sent to the class. Out-of-Pocket losses include expenses incurred as a result of the Security Incident, unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel, and Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident; and (ii) a *pro rata* portion of the Net Settlement Fund to be paid by electronic payment method approved by the Settlement Administrator or check, provided that they satisfy the criteria for the cash payment portion set out in the definition of Approved Claim.

(c) The Settlement Administrator shall pay from the Settlement Fund all Approved Claims by (i) electronic payment method approved by the Settlement Administrator or (ii) check with said checks being sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims. Payments to all Settlement Class Members with Approved Claims shall be made within ninety (90) days after the Effective Date.

(d) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such uncashed check funds) to all Settlement Class Members who cashed checks during the initial distribution.

(e) For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone the Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be cancelled and deemed void if not cashed by the Participating Settlement Class Members within that time.

(f) In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one

hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

2.2 Additional Relief to Settlement Class Members.

(a) **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided through CyEx—the costs of which will be paid out the Settlement Fund.

(b) **Business Practice Commitments.** Defendants will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Security Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendants separate and apart from all other settlement benefits.

3. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS.

3.1 Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

3.2 Claims Review Process. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after April 4, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Out-of-Pocket Losses, or Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. For individuals submitting a Claim Form who are not Settlement Class Members, the Settlement Administrator need not provide a cure opportunity. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it has identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on

a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

4. NOTICE TO THE CLASS.

4.1 Timing of Notice. Within ten (10) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

4.2 Form of Notice. Notice shall be disseminated via postcard with detachable claim form through First Class U.S. mail to Settlement Class Members on the Settlement Class List, and also via a targeted digital publication campaign administered by Kroll, and designed to ensure notice “reach” of 70%. All digital ads prepared by Kroll shall be subject to joint approval from the Parties. Notice shall also be provided on the Settlement Website and through publication of a Notice in a form substantially similar to that attached hereto as Exhibit C on the website, www.ptow.com. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendants’ Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated

mailing address and resend the postcard notice if an updated mailing address is identified. After the initial mail Notice is sent, reminder notices shall be sent to each Settlement Class Member who has not yet submitted a claim. The reminder notice shall be identical to the initial postcard Notice. The reminder notices shall be sent 30 days after the initial Notice. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

4.3 Settlement Website. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice with the URL/domain name of the website address to be agreed upon by the parties. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

5. OPT-OUTS AND OBJECTIONS

5.1 Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for

Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

5.2 Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and litigation costs and expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Class Member in the previous five (5) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked

or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

6. SETTLEMENT ADMINISTRATION.

6.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Settlement Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Settlement Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendants' Counsel, with copies to Settlement Class Counsel, all original documents and other materials received in connection with the administration of the

Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Settlement Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;

(c) Provide weekly reports to Settlement Class Counsel and Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Settlement Class Counsel or Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

6.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Section(s) 3.1, above, or is submitted after the Claims Deadline. Subject to practical limitations to be determined by the Settlement Administrator in its sole discretion, each claimant who submits an invalid Claim Form to the Settlement Administrator shall be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The

Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

6.3 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

7. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

7.1 Certification of the Settlement Class. For purposes of this Settlement only, and in the context of this Agreement only, the Parties will request that the Court certify the Settlement Class. Excluded from the Settlement Class are (i) PTW, its officers and directors; (ii) MAWC, its officers and directors; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

7.2 Preliminary Approval. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court within 30 days of execution of the Settlement Agreement. Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same

to ensure that any requested revisions from Defendants are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit E**.

7.3 Final Approval. Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed.

7.4 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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendants.

8. MODIFICATION

8.1 Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its

implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendants under this Agreement.

9. RELEASES.

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

9.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

9.3 The Released Claims include the release of Unknown Claims. "Unknown Claims" means any of the Released Claims that could have been raised in the Litigation and that any of the Releasing Parties do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendants and all other Released Parties, or might affect their decision to agree to, or object or not to object to, or participate or not participate in the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs (on behalf of themselves and each Settlement Class Member) expressly shall have, and

by operation of the Final Approval Order and Judgment the Releasing Persons shall have, released any and all Released Claims, including Unknown Claims. Plaintiffs (on behalf of themselves and each Settlement Class Member) 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 Released Claims, but Plaintiffs expressly shall have, and all other Releasing Persons shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Persons also shall be deemed to have, and by operation of the Judgment shall have, waived for the Released Claims any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever

settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

9.4 For the avoidance of doubt, no claims for medical negligence involving personal injury are included in the Released Claims.

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

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

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

9.8 Subject to Court approval, upon entry of the Final Approval Order, Plaintiffs and all Settlement Class Members shall be bound by this Settlement Agreement and all of Plaintiffs’ Released Claims and the Released Class Claims shall be dismissed with prejudice and released.

9.9 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

10. SERVICE AWARD PAYMENTS.

10.1 Service Award Payments. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendants agree not to oppose Settlement Class Counsel's request for a service award not to exceed \$5,000 per Plaintiff (or \$15,000 total). Service awards shall be paid from the Settlement Fund within thirty-five (35) days after the Effective Date. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. To the extent the Effective Date does not occur, Plaintiffs shall have no right to receive a service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

10.2 No Effect on Agreement. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

11. ATTORNEYS' FEES, COSTS, EXPENSES

11.1 Attorneys' Fees and Costs and Expenses. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking an award of attorneys' fees, costs, and expenses. Defendants agree that Settlement Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. Counsel will limit its petition for attorneys' fees to no

more than one-third (33.33%) of the Settlement Fund (i.e., \$306,139.38) and Defendants agree to not object to or otherwise challenge, directly, or indirectly, Settlement Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses of up to \$20,000.00. These amounts were negotiated after the primary terms of the settlement were negotiated. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Settlement Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

11.2 The Fee Award shall be payable within thirty-five (35) days after the Effective Date. To the extent the Effective Date does not occur, Settlement Class Counsel shall have no right to receive a Fee Award.

11.3 No Effect on Agreement. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of any fee award approved and awarded by the Court or any appeal thereof. The amount and timing of the fee award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the fee award shall constitute grounds for termination of this Agreement.

11.4 Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any award of Attorneys' Fees and Expenses Award, and any claim that the term "Settlement

Class Counsel” fails to include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys’ Fees and Expenses Award in this Litigation.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT

12.1 Each Party shall have the right to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit E** hereto); (b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from the proposed order submitted with the Motion for Final Approval; (c) The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement on the terms set forth herein; or the Effective Date does not or cannot occur.

12.2 The Defendants shall have the right, but not the obligation, to terminate the Settlement Agreement if 150 or more individuals opt out of the Settlement Class.

12.3 The Parties agree to work in good faith to effectuate this Settlement Agreement.

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

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

12.6 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval

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

12.7 If the Court does not approve the Settlement or the Effective Date cannot or does not occur for any reason, Defendants shall retain all its rights and defenses in the Litigation. For example, Defendants shall have the right to object to the maintenance of the Litigation as a class action, to move to dismiss the operative complaint, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

13. MISCELLANEOUS

13.1 Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

13.2 Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede

any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

13.3 Resolution. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

13.4 Other Litigation. Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties related to any of the allegations or claims alleged in the Action.

13.5 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

13.6 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

13.7 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.8 Construction. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

13.9 Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

13.10 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

13.11 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.

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

13.13 Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Virginia, without regard to choice of law principles.

13.14 Third-Party Claims. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a

Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

13.15 Jurisdiction. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

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

13.17 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

13.18 Notices. All notices to Settlement Class Counsel and counsel for Plaintiffs provided for herein, shall be sent by email to:

Andrew Shamis
SHAMIS & GENTILE, P.A.
ashamis@shamisgentile.com

Raina Borrelli
STRAUSS BORRELLI PLLC
raina@straussborrelli.com

David Lietz
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
dlietz@milberg.com

All notices to Defendants and counsel for Defendants provided for herein,
shall be sent by email to:

Elizabeth Scully
BAKER & HOSTETLER LLP
escully@bakerlaw.com

Justin Holmes
GORDON & REES, LLP
jholmes@grsm.com


The notice recipients and addresses designated above may be changed by written notice to
the other Party.

12.15 Authority. Any person executing this Agreement in a representative capacity
represents and warrants that he or she is fully authorized to do so and authorized to bind the Party
on whose behalf he, she or they sign(s) this Agreement to all of the terms and provisions of this
Agreement.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 02 / 06 / 2025

LATOYA JOHNSON

By: 

Latoya Johnson, individually and as
representative of the Class

Dated:

JANET HALL

By: _____
Janet Hall, individually and as representative
of the Class

Dated:

VIRGINIA TRUPIA-LASH

By: _____

David Lietz
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
dlietz@milberg.com

All notices to Defendants and counsel for Defendants provided for herein,
shall be sent by email to:

Elizabeth Scully
BAKER & HOSTETLER LLP
escully@bakerlaw.com

Justin Holmes
GORDON & REES, LLP
jholmes@grsm.com

The notice recipients and addresses designated above may be changed by written notice to
the other Party.

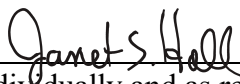
12.15 Authority. Any person executing this Agreement in a representative capacity
represents and warrants that he or she is fully authorized to do so and authorized to bind the Party
on whose behalf he, she or they sign(s) this Agreement to all of the terms and provisions of this
Agreement.

IT IS SO AGREED TO BY THE PARTIES:

Dated: **LATOYA JOHNSON**

By: _____
Latoya Johnson, individually and as
representative of the Class

Dated: 02 / 07 / 2025 **JANET HALL**

By:  _____
Janet Hall, individually and as representative
of the Class

Dated: **VIRGINIA TRUPIA-LASH**

By: _____

David Lietz
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
dlietz@milberg.com

All notices to Defendants and counsel for Defendants provided for herein,
shall be sent by email to:

Elizabeth Scully
BAKER & HOSTETLER LLP
escully@bakerlaw.com

Justin Holmes
GORDON & REES, LLP
jholmes@grsm.com

The notice recipients and addresses designated above may be changed by written notice to
the other Party.

12.15 Authority. Any person executing this Agreement in a representative capacity
represents and warrants that he or she is fully authorized to do so and authorized to bind the Party
on whose behalf he, she or they sign(s) this Agreement to all of the terms and provisions of this
Agreement.

IT IS SO AGREED TO BY THE PARTIES:

Dated: **LATOYA JOHNSON**

By: _____
Latoya Johnson, individually and as
representative of the Class

Dated: **JANET HALL**

By: _____
Janet Hall, individually and as representative
of the Class

Dated: 02 / 12 / 2025

VIRGINIA TRUPIA-LASH

By:  _____

Virginia Trupia-Lash, individually and as
representative of the Class

Dated: 2-5-2025

PHYSICIANS TO WOMEN, INC.

By: Jamie J. Buck MD
Name: Jamie J. Buck MD
Title: President

Dated:

MID-ATLANTIC WOMEN'S CARE, PLC

By: _____
Name: _____
Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated:

MILBERG, COLEMAN, BRYSON, PHILLIPS,
GROSSMAN, LLC

By: /s/
David Lietz

Dated:

SHAMIS & GENTILE, P.A.

By: /s/
Andrew Shamis

Virginia Trupia-Lash, individually and as
representative of the Class

Dated:

PHYSICIANS TO WOMEN, INC.

By: _____

Name: _____

Title: _____

Dated:

MID-ATLANTIC WOMEN'S CARE, PLC

By: Kelsey L Arbogast

Name: Kelsey Arbogast

Title: Medical director MANC

IT IS SO STIPULATED BY COUNSEL:

Dated:

**MILBERG, COLEMAN, BRYSON, PHILLIPS,
GROSSMAN, LLC**

By: /s/

David Lietz

Dated:

SHAMIS & GENTILE, P.A.

By: /s/

Andrew Shamis

Virginia Trupia-Lash, individually and as
representative of the Class

Dated:

PHYSICIANS TO WOMEN, INC.

By: _____

Name: _____

Title: _____

Dated:

MID-ATLANTIC WOMEN'S CARE, PLC

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated:

**MILBERG, COLEMAN, BRYSON, PHILLIPS,
GROSSMAN, LLC**

By: /s/ David K. Lietz
David Lietz

Dated:

SHAMIS & GENTILE, P.A.

By: /s/
Andrew Shamis

Virginia Trupia-Lash, individually and as
representative of the Class

Dated:

PHYSICIANS TO WOMEN, INC.

By: _____

Name: _____

Title: _____

Dated:

MID-ATLANTIC WOMEN'S CARE, PLC

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated:

**MILBERG, COLEMAN, BRYSON, PHILLIPS,
GROSSMAN, LLC**

By: /s/ _____

David Lietz

Dated: 02 / 06 / 2025

SHAMIS & GENTILE, P.A.

By: /s/ *Andrew Shamis* _____

Andrew Shamis

Dated: 02 / 12 / 2025

STRAUS BORRELLI PLLC.

By: /s/ Raina Borrelli

Raina Borrelli

Class Counsel

Dated:

GORDON & REES, LLP

By: /s/

Justin Holmes

Attorneys for Defendant Physicians to Women, Inc.

Dated:

BAKER & HOSTETLER, LLP

By: /s/

Elizabeth A. Scully

*Attorneys for Defendant Mid-Atlantic Women's
Care, PLC.*

Dated:

STRAUS BORRELLI PLLC.

By: /s/

Raina Borrelli

Class Counsel

Dated: 2-5-25

GORDON & REES, LLP

By: /s/ Justin M. Holmes

Justin Holmes

Attorneys for Defendant Physicians to Women, Inc.

Dated: 2-10-25

BAKER & HOSTETLER, LLP

By: /s/

Elizabeth A. Scully

*Attorneys for Defendant Mid-Atlantic Women's
Care, PLC.*

EXHIBIT A

To all persons whose personal information may have been accessed during an April 2023 cybersecurity incident that impacted Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [Website URL](#).

A federal court has authorized this Notice.

This is not a solicitation from a lawyer.

Physicians to Women, Inc.,
and Mid-Atlantic Women's
Care PLC Security Incident
[\[Settlement admin address\]](#)

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, 7:24-cv-00144-MFU-CKM
(In the United States District Court for the Western District of Virginia)

Why am I receiving this notice? You are receiving this Notice because the records of Physicians to Women, Inc. (PTW) and/or Mid-Atlantic Women's Care, PLC ("MAWC") show your personal information may have been accessed during a cybersecurity incident PTW and MAWC experienced in April 2023 ("Security Incident"). The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor: names, Social Security numbers, dates of birth, and medical/health information. PTW and MAWC deny any wrongdoing and the Court has not ruled that they did anything wrong.

What are the Settlement Benefits? Settlement Class Members who timely submit a valid claim form may receive the following benefits from a \$918,510 Settlement Fund:

- Credit Monitoring – 2 years of one bureau credit monitoring, medical monitoring, and identity protection services.
- Out-of-Pocket Losses Reimbursement – Up to \$10,000 per claimant, subject to a *pro rata* (proportional) adjustment depending on the number of valid claims filed.
- Cash Payment- a *pro rata* portion of the Net Settlement Fund (after payments for Credit Monitoring, Out-of-Pocket Losses, notice and claims administration, attorneys' fees and costs, and service awards).

Please visit www.xxx.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.xxx.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online, or mailed to the Settlement Administrator and postmarked, by **DATE**.

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against PTW AND MAWC and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or file an objection to the Settlement by **DATE**. Please visit www.xxx.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund of up to \$306,139 in attorneys' fees and \$20,000 in costs (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **DATE**, to consider whether to approve the Settlement, attorneys' fees and expenses for Settlement Class Counsel, and service awards (of \$5,000 per plaintiff). You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary. For more information, visit WWW.insert or call toll-free 1-XXX-XXX-XXXX.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the United States District Court for the Western District of Virginia
Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, Case No. 7:24-cv-00144

IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED BY A CYBERSECURITY INCIDENT THAT PHYSICIANS TO WOMEN, INC. AND MID-ATLANTIC WOMEN'S CARE, PLC EXPERIENCED IN APRIL 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

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 Physicians to Women, Inc. ("PTW") and Mid-Atlantic Women's Care, PLC ("MAWC") (collectively, "Defendants") in a class action lawsuit about a cybersecurity incident that occurred in or around April 2023 ("Security Incident").
- The lawsuit is captioned *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC*, 7:24-cv-00144 (In the United States District Court for the Western District of Virginia). Defendants deny the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States and whom Defendants identified as having data at issue in the Security Incident.
- Whose personal information was impacted by the cybersecurity incident that affected PTW and MAWC in or around April 2023.
- As Settlement Class Member, your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at _____ or mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2025
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out you will not be able to participate in the cash and other benefits from the Settlement.</p>	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	_____, 2025
DO NOTHING	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.</p>	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 has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal 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 lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC*, 7:24-cv-00144 (In the United States District Court for the Western District of Virginia). The people that filed this lawsuit are called the “Plaintiffs” and the companies they sued, Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that affected Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC in or around April 2023 ("Security Incident"). The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor: names, Social Security numbers, dates of birth, and medical/health information.

Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC deny all of the Plaintiffs' claims and maintains that they 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 "class" or "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 Settlement, the Class Representatives are Latoya Johnson, Janet Hall and Virginia Trupia-Lash.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. The Defendants deny all claims and contend that they have not violated any laws. Plaintiffs and the Defendants agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, 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 who reside in the United States and whom Defendants identified as having data at issue in the Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Physicians to Women, Inc., its officers and directors; (ii) Mid-Atlantic Women's Care, PLC, its officers and directors; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling, emailing or writing to the Settlement Administrator at:

Toll-Free: 1-XXX-XXX-XXXX

[email address]

Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, c/o Settlement Administrator, [address].

You may also view the Settlement Agreement and Release ("Settlement Agreement") at [Website URL].

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What can I Get?

If approved by the Court, Defendant MAWC will establish a Settlement Fund of \$918,510.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and any service awards.

If you received a notice from Defendants concerning the Security Incident, you may submit a claim.

The settlement will provide two years of one-credit bureau credit monitoring services, medical monitoring, and identity protection services to all Settlement Class Members who submit a valid and timely claim for such services. Even if Settlement Class Members previously accepted the Defendants' offer of complimentary credit monitoring services, they may still claim this benefit.

The settlement will also provide cash payments to people who submit valid and timely claims.

There are two type of payments that are available to Class Members:

- (1) Reimbursement of up to \$10,000 in Out-of-Pocket Losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of valid claims; and
- (2) A *pro rata* (proportional) share of the Net Settlement Fund.

8. 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 Defendants 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 [Website URL].

HOW TO GET A PAYMENT - MAKING A CLAIM

9. How do I submit a claim and get a cash payment?

Claim Forms may be submitted online at [Website URL] or mailed to the Settlement Administrator at: *Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC*, c/o Settlement Administrator, [address].

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-XXX-XXX-XXXX, by email [Email Address], or by U.S. mail at the address above.

10. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by [Deadline Date]. If submitting a Claim Form online, you must do so by [Deadline Date].

11. When will I get my payment?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a final approval hearing on _____, 2025 to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of 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 payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC, to represent you and other members of the Settlement Class (“Settlement Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from 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.

13. Should I get my own lawyer?

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

14. How will the lawyers be paid?

Settlement Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court of no more than \$306,139.38 in attorney’s fees and \$20,000 in reasonable expenses. Settlement Class Counsel is entitled to seek no more than one third of the Settlement Fund as reasonable attorneys’ fees, subject to Court approval. As approved by the Court, the Settlement Class Representatives will each be paid a Service Award from the Settlement Fund for bringing and settling the case. The Settlement Class Representatives will seek no more than \$5,000 each as a service award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. 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 Defendants 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 for requesting exclusion from the Settlement is **[Deadline Date]**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Court that includes the following information:

- the case name: *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC*, Civil Action No. 7:24-cv-00144-MFU-CKM (In the United States District

Court for the Western District of Virginia).

- your full name;
- current address;
- personal signature; and
- the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Deadline Date]**.

Physicians to Women, Inc. and Mid-Atlantic Women’s Care, PLC, Security Incident
Settlement Administrator
ATTN: Exclusion Request
[address]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I like or 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 benefits, the request for attorneys’ fees or service awards, the releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Class Member in the previous five (5) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **[Deadline Date]**.

Clerk of the Court
210 Franklin Road S.W., Suite 540
Roanoke, VA 24011

A copy of your objection also must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Deadline Date]**.

Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, Security Incident
Settlement Administrator
ATTN: Objections
[address]

17. What is the difference between objecting and excluding?

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 the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on _____, 2025 at _____ a.m./p.m. E.T., at [address/via zoom], Courtroom _____, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. If you do not like the Settlement, remember you may object to it, but you have to follow certain requirements (see Question 16). The date and time of this hearing may change without further notice. Please check [www._____](http://www._____.) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. 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 such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. 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 Defendants 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 of the Released Parties in the Settlement and not be eligible to receive a payment or other benefits from this Settlement.

GETTING MORE INFORMATION

22. 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, [Website URL].

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [Email Address]

Toll-Free: 1-[XXX-XXX-XXXX]

Mail: *Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC*, Security Incident Settlement Administrator, [address]

Publicly filed documents can also be obtained by visiting the Roanoke Courthouse of the United States District Court for the Western District of Virginia or by reviewing the Court's online docket. For those planning to visit the Court for more information, please contact the Court for its regular business hours and for any costs associated with obtaining documents maintained by the Court.

You may also contact your counsel in this matter, the Settlement Class

Counsel, as follows:

Andrew J. Shamis
SHAMIS & GENTILE, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
ashamis@shamisgentile.com

Raina Borrelli
STRAUSS BORRELLI PLLC
raina@straussborrelli.com

David Lietz

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN

5335 Wisconsin Avenue NW, Suite 440

Washington, DC 20015

dlietz@milberg.com

PLEASE DO NOT CONTACT THE COURT, PHYSICIANS TO

WOMEN INC. OR MID-ATLANTIC WOMEN'S CARE, PLC.

EXHIBIT C

NOTICE OF CLASS ACTION SETTLEMENT

To all persons whose personal information may have been accessed during an April 2023 cybersecurity incident that impacted Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC, a proposed class action settlement may affect your rights.

A federal court has authorized this Notice.

- A Settlement has been reached with Physicians to Women, Inc. ("PTW") and Mid-Atlantic Women's Care, PLC ("MAWC") (collectively, "Defendants") in a class action lawsuit about a cybersecurity incident that occurred in or around April 2023 ("Security Incident").
- The lawsuit is captioned *Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC*, 7:24-cv-00144 (In the United States District Court for the Western District of Virginia). Defendants deny the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.

What are the Settlement Benefits? Settlement Class Members who timely submit a valid claim form may receive the following benefits from a \$918,510 Settlement Fund:

- Credit Monitoring – 2 years of one bureau credit monitoring, medical monitoring, and identity protection services.
- Out-of-Pocket Losses Reimbursement – Up to \$10,000 per claimant, subject to a *pro rata* (proportional) adjustment depending on the number of valid claims filed.
- Cash Payment- a *pro rata* portion of the Net Settlement Fund (after payments for Credit Monitoring, Out-of-Pocket Losses, notice and claims administration, attorneys' fees and costs, and service awards).

Please visit www.xxx.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.xxx.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by DATE**.

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against PTW AND MAWC and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or file an objection to the Settlement by **DATE**.

Please visit www.xxx.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **DATE**, to consider whether to approve the Settlement, attorneys' fees and expenses for Settlement Class Counsel, and service awards (of \$5,000 per plaintiff) . You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary. For more information, visit WWW.insert or call toll-free 1-XXX-XXX-XXXX.

EXHIBIT D

Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC,
In the United States District Court for the Western District of Virginia
Case No. 7:24-cv-00144-MFU-CKM

Settlement Claim Form

If you are a Settlement Class Member and wish to receive credit monitoring, medical monitoring, and a payment, your completed Claim Form must be postmarked on or before [], or submitted online on or before [].

Please read the full notice of this settlement (available at [www.\[\].com](http://www.[].com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit this Claim Form.

MAIL: [**ADDRESS**]

PART ONE: CLAIMANT INFORMATION

Please provide the Notice ID and Confirmation Code that the Claims Administrator provided to you in the postcard or email notifying you of the settlement. If you do not have this information but believe you may be a class member, please contact the Claims Administrator at 1-###-###-####.

Notice ID: _____ Confirmation Code: _____

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PART TWO: CASH PAYMENT

To qualify for a cash payment, you must be one of the individuals identified by Defendants as having information at issue in the April 2023 Security Incident.

☐ Check this box if you are requesting a pro rata cash payment from this Settlement.

POTENTIAL CASH PAYMENT: You may be entitled to receive a cash payment of a *pro rata* share of the Net Settlement Fund (after notice and administration costs, attorney's fees and costs, service awards, credit monitoring costs, and reimbursement of out-of-pocket expenses). The cash will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Check ☐

Venmo ☐ Venmo Username: _____

PayPal ☐ PayPal Email: _____

PART THREE: Out-of-Pocket Losses

☐ Check this box if you are requesting compensation for **Out-of-Pocket Losses** fairly traceable to the Security Incident up to a total of \$10,000.

If you incurred Out-of-Pocket Losses that are fairly traceable to the Security Incident that were incurred or spent between April 4, 2023 and seven days after the Court-approved notice of settlement is sent to the Class, you may request reimbursement for those documented expenses. Out-of-Pocket losses include unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel, and Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Date</i>	<i>Amount</i>
<i>Example: Receipt for credit score repair services</i>	<i>05/30/23</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:		

UPLOAD DOCUMENTS] Required: Attach a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

☐ *Check this box only if you declare: “I declare that I was a Medicare beneficiary during the time period of April 4, 2023 through the date of submission of this Claim Form and I am seeking benefits in this Settlement related to emotional distress.” If you were a Medicare beneficiary at any time during the period of April 4, 2023 to present and are seeking any reimbursement for emotional distress, please contact the Settlement Administrator at 1-888-888-8888 to provide additional information necessary for Medicare reporting requirements.*

Leave this box unchecked if either: (i) you were not a Medicare beneficiary during the time period of April 4, 2023 to the present; or (ii) if you were a Medicare beneficiary at any time during the period from April 4, 2023 through the date of submission of this Claim Form and are not seeking any reimbursement for emotional distress from this settlement.

PART THREE: CREDIT MONITORING SERVICES

☐

Check this box if you wish to claim two years of CyEx Medical Shield Complete medical monitoring, which includes (among other things) one-bureau credit monitoring services for 2 years, as well \$1,000,000 in medical identity theft insurance.

PART FOUR: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that I have been a patient of Physicians to Women. I further attest that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE

DATE

Please keep a copy of your Claim Form for your records.

Once you've completed all applicable sections, please submit this Claim Form and all required documents either: Online at www.physicianstowomen.com by _____, 2025; or mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, 2025.

[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

<i>Johnson et al. v. Physicians to Women, Inc. and Mid-Atlantic Women's Care, PLC,</i>	Case No. 7:24-cv-00144-MFU-CKM
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Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (**Doc. No. _**) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiff and Physicians to Women, Inc. ("PTW") and Mid-Atlantic Women's Care, PLC's ("MAWC") ("Defendants," and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached to Plaintiffs' Memorandum of Law in Support of the Motion (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals residing in the United States whom Defendants identified as

having data at issue in the Security Incident.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are (i) PTW, its officers and directors; (ii) MAWC, its officers and directors; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Pursuant to Fed. R. Civ. P. 23, the Court finds giving notice to the Settlement Class is justified. The Court finds it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all requirements of Rule 23.

Specifically, the Court provisionally finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. Settlement Class Representatives and Settlement Class Counsel. The Court finds that Plaintiffs Latoya Johnson, Janet Hall and Virginia Trupia-Lash will likely satisfy the requirements of Rule 23(a) and should be appointed as the Settlement Class Representatives.

Additionally, the Court finds Andrew Shamis of Shamis & Gentile, P.A., David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC, and Raina C. Borrelli of Turke & Strauss LLP will likely satisfy the requirements of Rule 23(a) and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202__, at [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the

Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; (f) the Action should be dismissed with prejudice; and (g) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Kroll, LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and to claim benefits provided under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members; (d) meet all applicable requirements of law, including Rule 23; and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice

provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit

a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court by the Objection Deadline. Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii)) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vi) a statement identifying all class action settlements objected to by the Class Member in the previous five (5) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than (60) days after the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendants have created a

process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled Action deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order.** This Preliminary Approval shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be (i) construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or (ii) as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and the order issuing therefrom.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Deadline for Defendants to provide Settlement Class List to Claims Administrator pursuant to the Settlement Agreement	10 days after entry of this Order

Event	Timing
Notice Program Commencement (“Notice Deadline”)	30 days after entry of this Order
Deadline for Class Counsel to file motion for attorneys’ fees, costs, expenses and service awards	14 days before Objection Deadline and Opt-Out Deadline
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	90 days after the Class Notice Deadline
Deadline for Plaintiffs to file motion for final approval of settlement and responses to any timely submitted Class member objections, which shall include a declaration from the Claims Administrator confirming execution of and compliance with its obligations in the Settlement Agreement as of the date of the declaration and identifying all Settlement Class Members who submitted timely requests for exclusion	21 days prior to Final Approval hearing
Final Fairness Hearing	_____, 2025 at __: __.m. in Courtroom ____ [No earlier than 150 days after the Preliminary Approval Order]

IT IS SO ORDERED

Dated

Judge