

Exhibit F

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
AT LEXINGTON**

**IN RE CORRECTCARE DATA BREACH
LITIGATION**

Case No. 5:22-319-DCR

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	United States District Court for the Eastern District of Kentucky
Defendant:	CorrectCare Integrated Health, LLC
Plaintiffs/Class Representatives:	Virginia Hiley, Christopher Knight, Kyle Marks, and Marlena Yates
Class Counsel:	Lynn A. Toops of Cohen & Malad, LLP; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Benjamin F. Johns of Shub & Johns LLC; and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC
Settlement Administrator:	Kroll Settlement Administration LLC
Data Incident:	The incident discovered by Defendant on or around July 6, 2022, and first publicly announced by Defendant on or around November 28, 2022, in which a server containing certain information (collectively, “ Personal Information ”) of persons whose medical claims were processed by Defendant was exposed to, and may have been accessed by, unauthorized individuals.
Settlement Class:	All individuals whose Personal Information was compromised as a result of the Data Incident.
Settlement Payment:	\$6,490,000.00
Out-of-Pocket Losses Maximum Payment Amount:	See Plaintiffs’ Plan of Allocation
Alternative Cash Payment:	See formula in Plaintiffs’ Plan of Allocation
California Additional Cash Payment:	See formula in Plaintiffs’ Plan of Allocation
Cy Pres Recipient(s):	American Civil Liberties Union Foundation, National Prison Project (100%)
Costs of Notice and Administration:	The fees and expenses reasonably and actually incurred in connection with providing notice, locating Settlement Class members, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Settlement Class Members who meet the Basic Claim Requirements, processing Proof of Claim and Release Forms, and paying escrow fees and costs, if any
Attorneys’ Fees and Expense Amounts:	Amounts to be requested by Plaintiffs and any such approved amounts to be paid from the Settlement Fund
Service Award Amount:	

KEY TERMS PAGE

Amounts to be requested by Plaintiffs and any such approved amounts to be paid from the Settlement Fund

Release of Liability:

Set forth in § 6 below

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, or agreed to by the parties in writing, the following dates and deadlines apply to the settlement process. All dates and deadlines will be calculated in conformity with Federal Rule of Civil Procedure 6(a).

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	April 21, 2024
Deadline for providing notification to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715	Class counsel should cause its notice vendor to timely serve, on CorrectCare's behalf, proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA.
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	21 days after Preliminary Approval Order
Deadline to Fund the Settlement	See § 4.1 below.
Deadline to Send Notice	45 days after Preliminary Approval Order
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before Deadline to Object
Deadline to Object	60 days after Deadline to Send Notice
Deadline to Opt-Out	60 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	3 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	<p>The 31st day after the Final Approval Order has been entered, and the Court has entered the Judgment and Order of Dismissal that, <i>inter alia</i>, dismisses with prejudice the action, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.</p> <p>“Judgment and Order of Dismissal” means the judgment and order of dismissal with prejudice to be rendered by the Court upon</p>

SCHEDULE OF DATES AND DEADLINES

	approval of the Settlement, in substantially the form of Exhibit F attached hereto, or such other substantially similar form agreed to by the Parties.
Deadline to Pay Fees and Expenses	7 days after Date of Final Approval
Deadline to Pay Service Awards	7 days after Effective Date
Deadline to Submit Claims	120 days after Preliminary Approval Order
Deadline to Process Claims	21 days after Deadline to Submit Claims
Deadline to Cure Claim	21 days after Deadline to Process Claims
Deadline to Pay Valid Claims	30 days after Deadline to Cure Claim
Date Settlement Checks Expire	120 days after issuance

1. Recitals.

On December 7, 2022, Virginia Hiley filed a class action complaint against Defendant in the Court, under Civil Action No. 5:22-319-DCR, alleging claims against Defendant relating to the Data Incident.

On December 8, 2022, Marlana Yates filed a separate class action complaint in the Fayette Circuit Court of the Commonwealth of Kentucky against Defendant, alleging claims against Defendant relating to the Data Incident.

On February 1, 2023, Defendant removed the action filed by Marlana Yates from the Fayette Circuit Court of the Commonwealth of Kentucky to this Court, under Civil Action No. 5:23-021-DCR.

On February 20, 2023, an unopposed motion was made to consolidate the two actions, which the Court granted on March 1, 2023.

On March 24, 2023, a Consolidated Amended Class Action Complaint was filed by Virginia Hiley, Christopher Knight, Kyle Marks, A.G. and Marlana Yates against Defendant, alleging the following claims against Defendant relating to the Data Incident: negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of fiduciary duty, breach of confidence, intrusion upon seclusion/invasion of privacy, declaratory judgment, violations of the California Consumer Privacy Act of 2018, violations of the California Confidentiality of Medical Information Act, violations of the California Consumer Records Act, violations of the Georgia Unfair Business Practices Act, violations of the Louisiana Unfair Trade Practices and Consumer Protection Law, and violations of the South Carolina Unfair Trade Practices Act.

On May 8, 2023, Defendant filed a motion to dismiss. A response was filed on June 22, 2023, and a reply was filed on July 24, 2023.

On March 19, 2023, Anthony Oliver, Reginald Priddy, and Anthony Williams filed a class action complaint against Defendant in the United States District Court, Northern District of Georgia, Atlanta Division under Civil Action No. 1:23-cv-01168-AT, alleging Defendant was liable for the Data Incident (the "Oliver Action"). On July 19, 2023, the Court in the Northern District of Georgia entered an order transferring the Oliver Action to the United States District Court for the Eastern District of Kentucky, where the matter was assigned to the Court. On August 15, 2023, the Court entered an order consolidating the Oliver Action with the Hiley Action (together, the "Actions").

On August 7, 2023, the Court entered an order granting a joint motion to stay the action while the parties mediated.

On December 7, 2023, the parties participated in a full day mediation with mediator Bennett G. Picker, who has extensive experience mediating data breach class actions. The mediation concluded with Mr. Picker making a double-blind mediator's proposal, which the parties subsequently accepted.

On January 30, 2024, the parties filed a Joint Status Report with the Court advising of the settlement in principle. That same day, the Court denied Defendant's motion to dismiss without prejudice, as moot, and ordered the parties to file a motion for preliminary approval on or before March 1, 2024.

The parties thereafter negotiated the detailed terms of this agreement.

2. CorrectCare's Denials of Wrongdoing and Liability.

CorrectCare has consistently denied and continues to deny that it has violated any laws and maintains that its conduct was at all times proper and in compliance with all applicable provisions of law in all material respects. CorrectCare has denied and continues to deny specifically each and all of the claims and contentions of wrongful conduct alleged in the Actions, along with all charges of wrongdoing or liability against it arising out of any of the conduct alleged, or that could have been alleged, in the Actions.

3. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and references the following exhibits:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

Exhibit F - “**Plaintiffs' Proposed Plan of Allocation of the Net Settlement Fund**”

Exhibit G – the “**[Proposed] Final Judgment and Order of Dismissal**”

4. The Settlement Fund.

4.1. Defendant to Pay Cash Settlement Fund

Pursuant to the below schedule, Defendant will pay the \$6,490,000 Settlement Payment to the Settlement Administrator to be held as a common fund

(the “**Settlement Fund**”) in an interest-bearing escrow account. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court’s jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to this agreement or otherwise ordered by the Court. The Settlement Fund shall be held in a “Qualified Settlement Fund” pursuant to Treasury Regulation § 1.468B-1(c)(1).

1. **30 days after preliminary approval:** CorrectCare to fund settlement with \$500,000, which amounts shall only be used for administrative costs of the settlement.
2. **By August 28, 2024:** CorrectCare to pay \$3 million
3. **28 days after the Effective Date:** CorrectCare to pay remaining \$2.9 million

The Settlement Fund shall be applied only as follows: (1) to pay all class notice and administration expenses; (2) to pay the taxes and tax expenses; (3) to pay any attorneys fees and expenses subject to the approval of the Court; (4) to pay any service award subject to the approval of the Court; and after the Effective Date, to distribute the Net Settlement Fund to authorized Claimants pursuant to the Stipulation and Plaintiffs’ Plan of Allocation, as approved by the Court.

Except as required by this Paragraph 4.1 concerning payment of the Settlement Payment, and except as provided in Paragraphs 4.2 concerning refund upon termination of the Settlement, CorrectCare shall have no responsibility for any other costs, including any attorneys’ fees and expenses or costs of class notice and claims administration, but all such fees, expenses, and costs shall be paid from the Settlement Fund, as approved by the Court.

4.2. Refund upon Termination of Settlement

In the event the Settlement: (i) is not approved; (ii) is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment and Order of Dismissal is reversed or vacated following any appeal taken therefrom; or (iii) is successfully collaterally attacked, the Settlement Fund (including accrued interest) less up to \$150,000 in expenses actually incurred or due and owing for Costs of Notice and Administration, taxes, or tax expenses shall be refunded to CorrectCare. CorrectCare shall have no right to seek reimbursement from any Person for the expenses actually incurred or due and owing for Costs of Notice and Administration, taxes, or tax expenses.

4.3. Class Members to Be Paid from the Net Settlement Fund in Accordance with Plaintiffs' Plan of Allocation

The “**Net Settlement Fund**” is the amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration and payment of all Court-approved attorneys’ fees, expenses, and service awards. The Net Settlement Fund will be used to provide the benefits listed in this section, in accordance with the Plan of Allocation developed by Plaintiffs’ Counsel and attached hereto as Exhibit F. These amounts will be available, as applicable, to any person who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “**Class Member**”).

5. Claims Processing and Provision of Settlement Benefits.

5.1. Settlement Administrator’s Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of this agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim for Out-of-Pocket Losses. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

In no case shall any notice of settlement include the logos of CorrectCare or the products or services it sells, disparage CorrectCare, or otherwise suggest that the settlement is an admission of liability or damages

5.2. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “**Basic Claim Requirements**”): (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative; (ii) the information required to process the claim on the Claim Form must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for an Alternative Cash Payment will be valid so long as it meets the Basic Claim Requirements. No additional documentation will be required to be submitted for an Alternative Cash Payment if the Class Member is on the Class List that will be used for notice purposes.

A claim for a California Additional Cash Payment will be valid so long as it meets the Basic Claim Requirements and the Class Member for whom the claim has been submitted is listed as having been a California resident on the Class List.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

5.3. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information by the Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator. CorrectCare will have no involvement in reviewing or challenging claims.

Except as otherwise provided or ordered by the Court, all Settlement Class Members who fail to meet the Basic Claim Requirements shall be forever barred from receiving any payments pursuant to the Agreement, but will in all other respects be subject to and bound by the provisions of the Agreement, the releases contained herein, and the Judgment and Order of Dismissal.

5.4. Payment of Valid Claims.

Following the Effective Date, the Settlement Administrator must calculate and pay the valid claims (by check or by other payment means agreed to by the parties). The Net Settlement Fund will be utilized for providing the all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

In computing payment amounts for Alternative Cash Payments and California Additional Cash Payments, the Settlement Administrator has authority to round payments to the nearest cent. If the total of all payments to be made exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall randomly reduce a sufficient number of payments by one cent until the payments no longer exceed the Net Settlement Fund.

The Settlement Administrator shall report to Class Counsel and Defendant on a periodic basis, or as requested, regarding the status of valid, invalid, and deficient claims.

No Person shall have any claim against Plaintiffs, Class Counsel, Released Parties, CorrectCare, CorrectCare's counsel, or the Settlement Administrator based on distributions made substantially in accordance with this Agreement or otherwise as further ordered by the Court. This provision does not include any claim by any party for breach of this Agreement.

6. Releases.

“Released Claims” means the Released Class Claims and the Released CorrectCare Parties’ Claims.

“Released Class Claims” means that upon final judicial approval of the settlement, Plaintiffs and the Settlement Class members will release and covenant not to sue CorrectCare and each of CorrectCare's past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, directors, and shareholders of any of the foregoing entities (the “Released CorrectCare Parties”), to the fullest extent that the law permits their release, with respect to any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Plaintiffs and each of the Settlement Class members ever had, now have, or hereafter can, shall or may have, whether individually, representatively, derivatively, or in any other capacity, arising from or relating in any way to the Data Incident.

“Released Class Parties” and “Releasing Class Parties” means each of the Plaintiffs and each Settlement Class member.

“Released CorrectCare Parties,” or “Releasing CorrectCare Parties” means CorrectCare and each of CorrectCare's past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other

representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, directors, and shareholders of any of the foregoing entities.

“Released Parties” means Released CorrectCare Parties and Released Class Parties.

“Releasing Parties” means the Releasing CorrectCare Parties and the Releasing Class Parties.”

“Unknown Claims” means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties or Released Parties might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the parties stipulate and agree that, by operation of the Judgment and Order of Dismissal, upon the Effective Date, Releasing and Released Parties shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Judgment and Order of Dismissal shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code Section 1542, which provides:

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

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code Section 1542. The Releasing Parties and Released Parties may hereafter discover facts other than or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

Upon the Effective Date, Plaintiffs and each of the Settlement Class members shall be deemed to have, and by operation of the Judgment and Order of Dismissal

shall have, fully, finally, and forever released, relinquished, and discharged against the CorrectCare Released Parties (whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release Form) any and all Released Class Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of this Agreement are not released. The Released CorrectCare Parties and Plaintiffs acknowledge, and each of the Settlement Class members shall be deemed by operation of law to acknowledge, that the waiver of Unknown Claims, and of the provisions, rights and benefits of Section 1542 of the California Civil Code, was bargained for and is a key element of the Settlement of which the release in this paragraph is a part. The releases set forth herein are to be construed pursuant to New York law, including N.Y. General Obligations Law Section 15-108, which bars claims for contribution by joint tortfeasors and other similar claims. It is an express and material condition of this Agreement that it is intended to absolve the Released CorrectCare Parties of any claims for contribution, indemnification or similar claims from any Person, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any of the Released CorrectCare Parties. The Judgment and Order of Dismissal shall, to the extent not prohibited by law, contain a bar on such claims for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise.

Upon the Effective Date, Plaintiffs and each of the Settlement Class Members and anyone claiming through or on behalf of them, shall be permanently barred and enjoined from the commencement, assertion, institution, maintenance, prosecution, or enforcement of any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or forum of any kind, asserting any of the Released Class Claims against the Released CorrectCare Parties and any claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Actions or the Released Class Claims, except for claims relating to the enforcement of the Settlement.

Upon the Effective Date, each of the Releasing CorrectCare Parties shall be deemed to have, and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class members, and Class Counsel from any and all Released CorrectCare Parties' Claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Actions or the Released Class Claims, except for claims relating to the enforcement of the Settlement. The Releasing CorrectCare Parties, Plaintiffs, and Class Counsel acknowledge, and the Settlement Class Members shall be deemed by operation of law to acknowledge, that the waiver of Unknown Claims, and of the provisions, rights, and benefits of Section 1542 of the California Civil Code, was bargained for and is a key element of the Settlement of which the release in this paragraph is a part.

7. Process for Court Approval of Settlement.

This entire agreement is contingent on the parties obtaining Court approval of the agreement.

7.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement.

7.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with the reasonably available information concerning the Class Members gathered for purposes of providing notice of the incident (the “**Class List**”). Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service’s National Change of Address service.

7.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendant’s Counsel (the “**Settlement Website**”) and post the Detailed Notice and the Claim Form to the Settlement Website, along with any other case documents requested to be posted by Class Counsel;
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator;
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided; and
- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email and for whom a mailing address is available.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must

promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search, if any.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

7.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice no later than the Deadline to Opt-Out. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant.

7.5. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice no later than the Deadline to Object. The Parties and their respective counsel agree that they will make no effort to suggest, solicit, facilitate, or otherwise encourage potential Settlement Class Members to exclude themselves from the Settlement.

7.6. Final Approval.

At the final approval hearing, the Class Representatives and Defendant must move the Court to enter the Final Approval Order.

7.7. Effective Date.

This agreement will become effective and binding on the Effective Date.

8. Attorneys' Fees, Expenses, and Service Awards

No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees, plus expenses, plus service awards. All such requested amounts will be disclosed in the notices provided to members of the Settlement Class. Settlement Class. Attorneys' fees, expenses, and costs, and interest awarded by the Court (the "Fee and Expense Award") to Plaintiffs' Counsel shall be paid solely from the Settlement Fund.

No later than the Deadline to Pay Fees and Expenses, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for attorneys' fees and expenses from the source listed on the Key Terms Page.

No later than the Deadline to Pay Service Awards, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for service awards from the source listed on the Key Terms Page, and Class Counsel must promptly forward the payment to the recipients awarded by the Court.

In the event that the Effective Date does not occur, or the order making the Fee and Expense Award is reversed or modified by final non-appealable order, or if this Agreement is cancelled or terminated for any reason, and in the event any part of the Fee and Expense Award has been paid, then Plaintiffs' Counsel shall, in an amount consistent with such reversal, modification, cancellation, or termination, refund such fees or expenses to the Settlement Fund, plus interest earned thereon at the same rate as earned on the Settlement Fund, within thirty (30) days from receiving notice from CorrectCare's counsel or from a court of competent jurisdiction.

The Released CorrectCare Parties shall not have any responsibility for or liability with respect to the payment of any Fee and Expense Award to any Plaintiffs' Counsel, or with respect to the allocation among Plaintiffs' Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

9. Conditions of Settlement and Effect of Disapproval, Cancellation.

Defendant is entering into this agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit. The parties agree that Defendant shall have no liability with respect to the Plan of Allocation developed by Plaintiffs' Counsel and attached hereto as Exhibit F.

The Released CorrectCare Parties, Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel may file the Agreement and/or the Judgment and Order of Dismissal in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim, or in connection with any proceeding to enforce the terms of this Agreement.

Plaintiffs, through Class Counsel, and CorrectCare, through CorrectCare's counsel, shall, in each of their separate discretions, have the right to terminate the Settlement set forth in this Settlement Agreement by providing written notice of

their election to do so (“Termination Notice”) to all other Parties hereto within thirty (30) days of the date on which: (i) the Court enters an order declining to enter the Preliminary Approval Order in any material respect; (ii) the Court enters an order refusing to approve this Settlement Agreement or any material part of it; (iii) the Court enters an order declining to enter the Judgment and Order of Dismissal in any material respect; or (iv) the Judgment and Order of Dismissal is modified or reversed by a court of appeal or any higher court in any material respect. Notwithstanding this paragraph, the Court’s determination as to the any award of attorneys’ fees or expenses, service award, or allocation plan, or any determination on appeal from any such order, shall not provide grounds for termination of this Settlement Agreement or Settlement.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) the Parties shall not forfeit or waive any factual or legal claim, defense, or contention in the Actions, including as to certification of any class in this lawsuit.

10. Additional Terms

10.1. Agreement to Effectuate This Settlement

The Class Representatives, Class Counsel, Defendant, and Defendant’s counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court’s preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court’s orders approving this agreement.

10.2. Authority and Binding Effect

Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate.

The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties hereto.

10.3. Integration Clause

This agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This agreement, and all

exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

10.4. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

10.5. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

10.6. Choice of Law, Forum, and Stipulation to Jurisdiction


This agreement, and all exhibits to it, shall be governed by the laws of the Commonwealth of Kentucky, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

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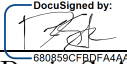
11. Signatures

Each party is signing as of the date indicated next to that party's signature.


Dated: 4/22/2024

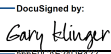
CorrectCare Integrated Health, LLC
By: 
Thomas J. Georgoules
Its: General Counsel

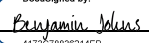
Dated: 4/22/2024


Counsel for CorrectCare Integrated Health, LLC
By: 
Devin S. Anderson
Kirkland & Ellis LLP

Dated: 4/22/2024

Class Counsel
By: 
Lynn A. Toops
Cohen & Malad, LLP

By: 
Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman, PLLC

By: 
Benjamin F. Johns
Shub & Johns LLC

By: 
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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