

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between James Jones, Derishia Smith, and Tommie Shearer individually and on behalf of Participating Settlement Class Members (as defined below) (together “Plaintiffs”), and Adena Health System and TriHealth, Inc. (“Defendants”) and Bricker & Eckler, LLP (“Bricker”) (collectively the “Parties”), in regards to the consolidated action styled *In Re: Southern Ohio Health Systems Data Breach Litigation*, Case No. A-2101886, pending in the Hamilton County Ohio Court of Common Pleas.

RECITALS

WHEREAS, this dispute arises from a data breach involving a third-party service provider Bricker to which Defendants provided certain personally identifying information and protected health information of individuals; and

WHEREAS, Plaintiffs initiated two class actions following this data breach incident titled *Rose Boshears et al. v. TriHealth, Inc.*, Case No. A2101886 filed with the Hamilton County Court of Common Pleas on June 2, 2021 and *James Jones v. Adena Health System*, Case No. 21-cv-0110 filed with the Highland County Court of Common Pleas on June 11, 2021; and

WHEREAS, Defendants moved to dismiss the *Boshears* case pursuant to Rule 12(B)(1) and (6) on October 15, 2021 and moved to dismiss the *Jones* case pursuant to Rule 12(B)(1) and (6) on August 27, 2021; and

WHEREAS, Plaintiffs opposed both motions and Defendants filed reply memorandums so that both motions were fully briefed; and

WHEREAS, to avoid the risks and uncertainties of litigation, Plaintiffs, Defendants and Bricker have engaged in settlement negotiations pursuant to Ohio Rule of Evidence 408, which included (a) informal settlement discovery and discussions; (b) an exchange of mediation briefs; and (c) engagement of the Honorable Morton Denlow (Ret.) of JAMS, as a mediator; and

WHEREAS, following extensive, arm’s length settlement negotiations that culminated in two all-day mediation sessions on March 14 and 21, 2021 conducted by Judge Denlow, the Parties reached a settlement in principle; and

WHEREAS, Judge Coss of the Highland County Court of Common Pleas transferred the *James Jones v. Adena Health System* action to the Hamilton County Court of Common Pleas on May 10, 2022 pursuant to Ohio R. Civ. Pro. 3; and

WHEREAS, Judge Branch of the Hamilton County Court of Common Pleas consolidated the *James Jones v. Adena Health System* action with the *Rose Boshears et al. v. TriHealth, Inc.* action on June 1, 2022 pursuant to Ohio R. Civ. Pro. 42 and changed the caption so that the consolidated action should be referred to as *In Re: Southern Ohio Health Systems Data Breach Litigation* (the “Action”); and

WHEREAS, Defendants deny any wrongdoing whatsoever including, without limitation, as to: (a) the allegations and any and all liability or damages with respect to any and all facts and claims alleged in the Action, whether as to individual plaintiffs or as to the putative class; and (b) that the Action satisfy the requirements to be certified as a class action under the Ohio Rule of Civil Procedure 23; and

WHEREAS, this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession by Defendants as to any claim, fault, liability, wrongdoing or damage whatsoever, or as to any infirmity in the defenses that Defendants have asserted or would assert, or as to the requirements of the Ohio Rule of Civil Procedure 23 and whether Plaintiffs satisfy those requirements;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration described above and provided for in this Agreement, and without any admission or concession by any Party, the Parties and Bricker agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the consolidated class action lawsuit captioned *In Re: Southern Ohio Health Systems Data Breach Litigation*, Case No. No. A-2101886, currently pending before the Honorable Jennifer Branch in the Hamilton County Ohio Court of Common Pleas.
2. “Adena Health System” means Adena Health System and its predecessors, successors, affiliates, subsidiaries, parent, assigns, directors, principals, partners, officers, agents, dealers, suppliers, attorneys, insurers, representatives, and employees.
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3. “Adena Health System’s Counsel” means Jennifer O. Mitchell of Dinsmore & Shohl, LLP.
4. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.
5. “Attested Time” means time spent remedying issues related to the Data Breach, as provided in Section III of this Agreement. “Attested Time” includes Undocumented Time Claims and Documented Time Claims.
6. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, and payment for Attested Time under the terms of this Agreement. The Claim Form is attached to the Settlement Class Notices which are attached as Exhibit 1 (postcard notice), Exhibit 2 (email notice), and Exhibit 3 (full notice).

7. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

9. “Class Counsel” means Joseph M. Lyon of The Lyon Firm, LLC, Jeffrey S. Goldenberg of Goldenberg Schneider, L.P.A., and Brian D. Flick of DannLaw.

10. “Settlement Class Representatives” means James Jones, Derishia Smith, and Tommie Shearer.

11. “Court” means the Honorable Jennifer Branch, Hamilton County Ohio Common Pleas Court Judge, or such other judge to whom the Action may hereafter be assigned.

12. “Data Breach” means the Data Breach described in the Recitals *supra* and initially disclosed by Adena Health System and TriHealth, Inc. in April, 2021.

13. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

14. “Extraordinary Out-of-Pocket Losses” means out-of-pocket costs, expenditures or other financial losses that a Settlement Class Member actually incurred that are supported by Reasonable Documentation and are for losses other than things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance. “Extraordinary Out-of-Pocket Losses” include, but are not limited to, funds stolen from financial accounts or funds expended by a Settlement Class Member as a result of or to remedy or address ID theft that occurred after receipt of April 2021 notice of the Data Breach but no later than the Notice Date, are fairly traceable to the Data Security Incident, and such expenses have not already been reimbursed by a third party.

15. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 72 and 74.

16. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Ohio Rule of Civil Procedure 23, and is consistent with all material

provisions of this Settlement Agreement. The Final Approval Order and Judgment is attached as Exhibit 4.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Ohio Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

19. “Litigation Costs and Expenses” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action.

20. “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: (1) valid claims made by Settlement Class Members for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and Attested Time fairly traceable to the Data Security Incident; (2) Settlement Notice and Administration Costs; (3) Fee Award and Costs; and (4) Service Awards.

21. “Notice” or “Settlement Class Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the forms attached hereto as Exhibits 1, 2, and 3. “Notice” includes the summary postcard notice to be mailed by U.S. mail to Settlement Class Members (Exhibit 1), the email notice to be emailed to Settlement Class Members (Exhibit 2), and the long form notice which shall be mailed to Settlement Class Members who request a copy and shall be used to create the Settlement Website (Exhibit 3).

22. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after receipt by the Settlement Administrator of the Settlement Class List.

23. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

24. “Notice Plan” means the process contained in paragraph 52 describing how the Settlement Administrator shall provide notice of this Settlement to the Settlement Class Members.

25. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) days after the Notice Deadline.

26. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) days after the Notice Deadline.

27. “Out-of-Pocket Losses” means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by Reasonable Documentation. “Out-of-Pocket Losses” include things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance different than the services and benefits offered by Bricker in the April 2021 notice of Data Breach letter that were purchased after receipt of April 2021 notice of the Data Breach but no later than July 31, 2021 (approximately 90-days after the issuance of the April 2021 letter), are fairly traceable to the Data Breach, and such expenses have not already been reimbursed by a third party.

28. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

29. “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 Ohio Rule of Civil Procedure 23, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. The Preliminary Approval Order is attached as Exhibit 5.

30. “Reasonable Documentation” means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for documented lost time, Out-of-Pocket Losses, or Extraordinary Out-of-Pocket losses. Non-exhaustive examples of Reasonable Documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Participating Settlement Class Member do not constitute Reasonable Documentation but may be included to provide clarification, context, or support for other submitted Reasonable Documentation.

31. “Released Claims” means any and all claims, liabilities, rights, demands, suits, obligations, or damages whatsoever, including but not limited to consequential damages, losses or costs, punitive damages, attorneys’ fees and costs, action or causes of action, penalties, remedies, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, administrative, statutory, or equitable—that relate to or arise from the Data Breach and which are asserted, or as could have been asserted in the Action.

32. “Request for Exclusion” is the written communication 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.

33. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation and their efforts on behalf of the Settlement Class.

34. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

35. "Settlement Administrator" means ----- . Class Counsel and Adena Health System's and TriHealth, Inc.'s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

36. "Settlement Class" means the 369,736 individuals identified on the TriHealth, Inc. Settlement Class List and the 50,697 individuals identified on the Adena Health System Settlement Class List whose certain personal information may have been involved in the Data Breach. Excluded from the Settlement Class are: (1) the judge presiding over this Action, and members of her direct families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

37. "Settlement Class List" means a list of each Settlement Class Member's full name, current or last known address, and personal email addresses where known, which Defendants or Defendants' agent shall provide to the Settlement Administrator within twenty-one (21) days of the entry of the Preliminary Approval Order.

38. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

39. "Settlement Fund" means one million nine hundred fifty thousand dollars (\$1,950,000.00) to be paid on Defendants' behalf by Bricker as specified in Paragraphs 45, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendants' obligations with respect to the Settlement.

40. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section IV and the Claims Administration Protocol attached as Addendum A.

41. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's Fee Application, and the operative complaints 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.

42. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

43. "TriHealth, Inc." means TriHealth, Inc. and its predecessors, successors, affiliates, subsidiaries, parent, assigns, directors, principals, partners, officers, agents, dealers, suppliers, attorneys, insurers, representatives, and employees.

44. "TriHealth, Inc.'s Counsel" means Jennifer O. Mitchell of Dinsmore & Shohl, LLP.

II. SETTLEMENT FUND

45. **Establishment of Settlement Fund.** Within twenty-one (21) days of the entry of the Preliminary Approval Order, Bricker, on behalf of Defendants, shall cause to be deposited the costs of notice and administration through the date of final approval, as estimated by the Settlement Administrator into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendants, and Class Counsel. to cover the Settlement Administrator's reasonable set-up costs, notice, and early administration costs. Bricker, on behalf of Defendants, shall cause to be deposited the balance of the Settlement Fund into the same account within ten (10) days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendants within five (5) days of the entry of the Preliminary Approval Order.

46. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraphs 63-66. Any funds remaining in the Settlement Fund after the time period discussed in paragraph 11 of Exhibit A and following any payments issued pursuant to Paragraph 14 of Exhibit A, if any, shall be paid to a Court-approved cy pres recipient.

47. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

48. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 64-66.

49. **Use of the Settlement Fund.** As further described in this Agreement and in Exhibit A, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) reimbursement for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, and Attested Time; (2) Notice and Administration Costs; (3) Fee Award and Costs as awarded by the Court; and (4) service award payments approved by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither Defendants nor Defendants' agents shall have any responsibility whatsoever with respect to effectuating such payments.

50. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

51. **Claims Administration Protocol.** Settlement Class Members may submit claims to be compensated from the Settlement Fund for Attested Time and for reimbursement for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses as set forth in the Claims Administration Protocol, attached hereto as Addendum A. All of these Settlement benefits shall be administered by the Settlement Administrator as set forth in the Claims Administration Protocol, attached hereto as Addendum A.

IV. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

52. **Notice.** Within twenty-one (21) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members and also via e-mail to Settlement Class Members whose personal e-mail addresses are known. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline. The

process to issue Notice as described in this paragraph and the creation and maintenance of the Settlement Website [www.southernohiohealthsystemsdatabreachsettlement.com] shall constitute the "Notice Plan."

53. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that 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.

54. **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 the Opt-Out Deadline. 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 in the communication. The Notice 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.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific 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 Settlement Class Member in the previous 5 years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

V. DUTIES OF THE SETTLEMENT ADMINISTRATOR

56. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, those set forth in Addendum A.

57. **Limitation of Liability.** The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

58. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendants' Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

59. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

60. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

61. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

62. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall 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 Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

63. **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 under this Agreement.

64. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; (2) the Effective Date does not occur; or (3) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order and Judgment not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

65. **Termination.** Defendants may also unilaterally terminate this Agreement on seven (7) days written notice to Class Counsel if more than the agreed-upon number of individuals submit valid Requests for Exclusion, as agreed to by the Parties and as communicated to the Court *in camera*.

66. **Effect of Termination.** In the event of a termination as provided in Paragraphs 65 or 66, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

VIII. RELEASES

67. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against Defendants, Bricker, and each of their respective predecessors in interest, present and former subsidiaries, parents, affiliates, divisions, joint ventures, and controlled entities, and, solely in its capacity as such, each of the preceding entities' past, present and future insurers, subrogees, co-insurers and reinsurers, agents, representatives, officers, directors, employees, principals, partners, members, shareholders and owners, predecessors, successors, assigns, transferees, heirs, executors, administrators, and attorneys (collectively, "Defendants Releasees").

68. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means any and all Released Claims that Participating Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, all Participating Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, 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.

Named plaintiffs and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, 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, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

69. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

70. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendants, Defendants Releasees, and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

71. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants' Releasees that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendants, Defendants' Releasees, and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. SERVICE AWARD PAYMENTS

72. **Service Award Payments.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$2,500.00 per representative. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

73. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. 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.

X. ATTORNEYS' FEES, COSTS, EXPENSES

74. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys'

fees and Litigation Costs and Expenses to be paid from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund for fees, or \$649,935.00, and Class Counsel's request for reimbursement of expenses not to exceed \$20,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement to the IOLTA trust account of The Lyon Firm, The Lyon Firm shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

75. **Allocation.** Unless otherwise ordered by the Court, attorney Joseph Lyon of the Lyon Firm shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Class Counsel. Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XI. NO ADMISSION OF LIABILITY

76. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

77. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Action or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

78. **Publicity.** The Parties agree that they shall not publicize this settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. Subject to prior approval by Defendants' Releasees, which shall not be unreasonably withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

79. **Integration of Exhibits.** The Addendum and 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.

80. **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. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

81. **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.

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

83. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

84. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

85. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Ohio, without regard to the principles thereof regarding choice of law.

86. **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 through e-mail of an Adobe PDF shall be deemed an original.

87. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Joseph M. Lyon
The Lyon Firm
2754 Erie Avenue
Cincinnati, Ohio 45208
(p) 513.381.2333
(f) 513.766.9011
jlyon@thelyonfirm.com

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

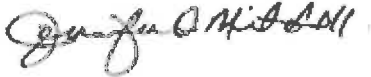
Jennifer O. Mitchell
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
(p) 513.977.8364
(f) 513.977.8141
Jennifer.mitchell@dinsmore.com

All notices to Bricker provided for herein shall be sent by overnight mail and email to:

Jeffrey Margulies
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
(p) 213.892.9286
(f) 213.892.9494

The notice recipients and addresses designated above may be changed by written notice.

88. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.



By: _____
Jennifer O. Mitchell
Dinsmore & Shohl, LLP

Date: 6/23/2022

Counsel for Defendants

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, L.P.A.

Date: _____

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

Jennifer O. Mitchell
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
(p) 513.977.8364
(f) 513.977.8141
Jennifer.mitchell@dinsmore.com

All notices to Bricker provided for herein shall be sent by overnight mail and email to:

Jeffrey Margulies
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
(p) 213.892.9286
(f) 213.892.9494

The notice recipients and addresses designated above may be changed by written notice.

88. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

By: _____
Jennifer O. Mitchell
Dinsmore & Shohl, LLP

Date: _____


Counsel for Defendants

By: _____
Joseph M. Lyon
The Lyon Firm

Date: 6-28-22


By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, L.P.A.

Date: June 22, 2022

By: 
Brian Flick
DannLaw

Date: 6/23/2022

Counsel for Plaintiffs and the Settlement Class

By: 
Jeffrey Margulies
Norton Rose Fulbright US LLP

Date: June 23, 2022

Counsel for Bricker

ADDENDUM A – CLAIMS ADMINISTRATION PROTOCOL

1. **Claims for Reimbursement for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$5,000.00 for reimbursement of Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses. The maximum amount a Settlement Class Member can receive for an approved claim for reimbursement for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses is \$5,000.00. To receive reimbursement for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes Reasonable Documentation as defined in the Settlement Agreement. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered by the Settlement Administrator to add clarity or to support other submitted documentation.

2. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to four (4) hours at \$20.00 per hour for self-certified Attested Time (Undocumented Time Claim). Settlement Class Members may submit an additional Attested Time claim for up to eight (8) additional hours at \$20.00 per hour for documented time that is supported by Reasonable Documentation as defined in the Settlement Agreement (Documented Time Claim).

3. **Assessing Claims for Reimbursement for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent Reasonable Documentation for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses reflects valid Out-of-Pocket Losses and Extraordinary Out-of-Pocket losses actually incurred that are fairly traceable to the Data Breach, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after April, 2021 but prior to the Notice Date; and (ii) whether the loss was for something typically associated with or linked to data breaches (e.g., losses associated with ID theft, the purchased of credit monitoring or identify protection services or insurance). 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.

4. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class Counsel in making individual determinations. 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.

5. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member

twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via mail and e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent only via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations. All such determinations of disputed claims by the Settlement Administrator are final.

6. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, or Attested Time shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

7. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

8. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that 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 their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

9. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

10. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating

Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be paid to a Court-approved cy pres recipient.

11. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

12. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

13. **Contingencies.**

- a. In the event that the aggregate amount of all Settlement Payments exceeds the total amount of the Net Settlement Fund, then all valid Out-of-Pocket Loss Claims, and Extraordinary Out-of-Pocket Loss Claims shall be paid in full then each valid Attested Time Claim shall be proportionately reduced on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason.
- b. In the event that the aggregate amount of all Settlement Payments does not exceed the Net Settlement Fund, then each Settlement Class Member who is entitled to receive payment for an Attested Time Claim, an Out-of-Pocket Loss Claim, or an Extraordinary Out-of-Pocket Loss Claim shall receive additional funds increased on a *pro rata* basis (in other words, the same additional amount is added to each claimant's payment) so that the Net Settlement Fund is depleted.

14. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

- f. Responding to any mailed or emailed Settlement Class Member inquiries within a reasonable amount of time, but no later than five (5) business days from the date of receipt;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Defendants' Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendants' Counsel;
- i. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel that include the number of claims submitted, the number of claims approved, information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of the Notice Plan in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; (iii) the number of objections received; and (iv) the number of claims received.
- l. Issuing notification to the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

EXHIBIT 1

In Re: Southern Ohio Health Systems Data Breach Settlement
Hamilton County Court of Common Pleas, Case No. A2101886
c/o Settlement Administrator
(insert street or PO Box address)
(insert city, state and zip code)

PRESORTED
FIRST CLASS MAIL
US POSTAGE
PAID
MAG

Electronic Service
Requested

<<Barcode>>
Numeric Equivalent

Postal Service: Please do not mark barcode

Notice ID: «ID #»

Confirmation Code: «Confirm Code»

«Company»

«First Name» Last Name»

«Address1»

«Address2»

«City», «St» «Zip»

«Country»

<<Barcode>> Numeric Equivalent

Complete this Claim Form, tear at perforation above, and return by U.S. Mail no later than _____, 2022

In Re: Southern Ohio Health Systems Data Breach Settlement Claim Form

You may submit this Claim Form if you wish to submit a claim for reimbursement of Undocumented Time up to four (4) hours at \$20.00 per hour (up to \$80) for self-certified Undocumented Time. However, if you spent time dealing with fraud or identify theft or to protect yourself from future harm that is fairly traceable to the incident and can provide Reasonable Documentation of your claim for this time ("Documented Time" claim), then you also may make a claim for reimbursement for up to eight (8) additional hours at \$20 per hour (up to an additional \$160). Reasonable documentation includes documents such as receipts, telephone records, or contemporaneous correspondence.

Claims for cash payment for Documented Time or Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses must be submitted online at www.southernohiohealthsystemsdatabreachsettlement.com using your Notice ID Number and Confirmation Code (located above) or by printing a Claim Form from the website.

CASH PAYMENT: UNDOCUMENTED TIME SPENT: If you spent time trying to recover from fraud or identify theft caused by this incident, or if you spent time trying to avoid fraud or identify theft because of the incident (for example, researching the incident, placing or removing credit freezes on your credit files, purchasing credit monitoring services, reviewing your account information for unusual activity, or taking other actions), complete the chart below.

How much time did you lose related to the data breach (up to 4 hours)?

Hours: _____
Minutes: _____

By signing and submitting this Claim, I certify as being true to the best of my knowledge and recollection that I spent the amount of time indicated above dealing with fraud or identify theft or to protect myself from future harm and that this time spent is fairly traceable to the incident.

HOW WOULD YOU LIKE TO RECEIVE YOUR CASH PAYMENT?

Check a box below and provide the email or phone number associated with your account if you want to receive your payment via PayPal or Venmo. If you do not check a box below, you will receive a check in the mail (the barcode on this claim form is associated with your name and address). Checks must be cashed within 90 days.

- PayPal (if checked) PayPal e-mail address: _____
 Venmo (if checked) Venmo phone number: _____

I affirm under the laws of the United States that the information supplied in this claim form is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Your completed Claim Form must be submitted on or before _____, 2023. If you need to update your address, please contact the Settlement Administrator at _____
(insert email address) or call toll-free at (insert phone number)

If you were notified in or around April 2021 by Bricker & Eckler that personal information you submitted to certain health care providers was breached by a third party, you may be eligible for monetary compensation.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A settlement has been reached in a class action lawsuit relating to the inadvertent exposure of individuals' personal information during a ransomware attack ("Incident") on Bricker & Eckler ("Bricker"). Bricker was in possession of files from certain health care systems containing personal and medical information as part of its representation of these health care systems. The Plaintiffs claim that the health care systems and Bricker were responsible for the Incident. The health care systems and Bricker deny they did anything wrong. The Court has not decided which side is right. Instead, the parties have decided to settle this case.

WHO IS INCLUDED? Records provided by the health care systems and Bricker show that you are an individual potentially impacted by the Incident, and who was mailed a notification of the Incident around April 2021. Therefore, you are included in this Settlement as a "Settlement Class Member."

MONETARY SETTLEMENT BENEFITS. Bricker will create a \$1,950,000 Settlement Fund. If you spent time dealing with fraud or identity theft or spent time to protect yourself from future harm that is fairly traceable to the Incident, then you may make a claim for reimbursement for your time. All Settlement Class Members may submit a claim for reimbursement of Undocumented Time up to four (4) hours at \$20.00 per hour (up to \$80). No documentation is necessary to submit an Undocumented Time claim, and a Claim Form is attached to this Notice to file an Undocumented Time claim. If you spent time dealing with fraud or identity theft or spent time to protect yourself from future harm that is fairly traceable to the Incident and can provide Reasonable Documentation to support your claim ("Documented Time claim"), then you may make a claim for reimbursement for up to 8 additional hours at \$20 per hour (up to an additional \$160). Reasonable Documentation includes receipts, telephone records, emails, or other contemporaneous correspondence. The Settlement Fund also will be used to reimburse Settlement Class Members for documented Out-of-Pocket expenses incurred in addressing the effects of the Incident or losses related to the Incident, up to \$5,000.00 per individual. Go to www.southernhiohealthsystemsdatabreachsettlement.com to submit a claim for Out-of-Pocket Losses or for Documented Time.

THE ONLY WAY TO RECEIVE A MONETARY BENEFIT IS TO FILE A CLAIM. Claims can be filed online at www.southernhiohealthsystemsdatabreach.com. To print a Claim Form, visit www.southernhiohealthsystemsdatabreach.com or call (insert phone number). The claim deadline is _____, 2022.

OTHER OPTIONS. If you do nothing, you will remain in the class, you will not be eligible for benefits, you will be bound by the decisions of the Court and give up your rights to sue Bricker and the health care systems for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2022. If you stay in the Settlement, you may object to it by _____, 2022. A more detailed notice and FAQs are available which explain how to exclude yourself or object at www.southernhiohealthsystemsdatabreachsettlement.com or you can call (insert phone number) for a copy of the more detailed notice. On _____, 2022 at _____ am Eastern, the Court will hold a Fairness Hearing to determine whether to approve the Settlement. Class Counsel's request for award of attorneys' fees not to exceed \$649,935.00 and their request for reimbursement of expenses and a service award of \$2,500 for each Plaintiff. The Motion for attorneys' fees will be posted at www.southernhiohealthsystemsdatabreachsettlement.com after it is filed. This is only a summary notice. For more information, call (insert phone number) or visit www.southernhiohealthsystemsdatabreachsettlement.com.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

In Re: Southern Ohio Health Systems Data Breach Settlement
c/o Settlement Administrator
(insert street or PO Box address)
(insert city, state and zip code)

EXHIBIT 2

If you were notified in April 2021 by the law firm Bricker & Eckler that your personal information was potentially accessed in a ransomware attack, you may be eligible for compensation.

Go to www.southernohiohealthsystemdatabreach.com for more information

A settlement has been reached in a class action lawsuit (*In Re: Southern Ohio Health Systems Data Breach*, Case No. A2101886, Hamilton County Ohio Court of Common Pleas) relating to the inadvertent exposure of individuals' personal information during a ransomware attack on Bricker & Eckler ("Bricker") in which criminal third parties gained unauthorized access to Bricker's computer network ("Incident"). Bricker was in possession of files from certain health care systems containing some personal and medical information as part of its representation of these health care systems. The Plaintiffs claim that the health care systems and Bricker were responsible for the Incident. The health care systems and Bricker deny the allegations and deny they did anything wrong. The Court has not decided which side is right. Instead, the parties have decided to settle this case.

ARE YOU A CLASS MEMBER?

Bricker's records show that you are an individual whose private information was potentially impacted by the Incident. Details on the Incident and more information about this Settlement are included in the full Notice (active link). You should read the entire Notice carefully and visit www.southernohiohealthsystemdatabreach.com (active link) because your legal rights are affected whether you file a Claim for compensation or not.

WHAT DOES THIS SETTLEMENT PROVIDE?

Bricker will create a \$1,950,000 Settlement Fund. Class Members can file claims to receive compensation from the Settlement Fund for:

- **Reimbursement for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse Settlement Class Members for certain documented losses and expenses they incurred in addressing the effects of or as a result of the Incident, up to \$5,000.00 per individual ("Out-of-Pocket Losses" and "Extraordinary Out-of-Pocket Losses"). [File a Claim \(active link\)](#)
- **Compensation for Undocumented and Documented Time:** The Settlement Fund will be used to compensate Settlement Class Members for time spent dealing with issues related to the Incident. Class Members can make a claim for up to four (4) hours of undocumented self-certified time ("Undocumented Time") at \$20.00 per hour and up to eight (8) additional hours at \$20.00 per hour for "Documented Time." [File a Claim \(active link\)](#)
- **Supplemental Cash Payments:** If funds remain in the Settlement Fund after the payment of valid claims, attorneys' fees, costs, service awards, and settlement notice and administration costs, then each Settlement Class Member's valid claim will be proportionately increased on a pro rata basis (in other words, in equal amounts to each claimant).

WHAT HAPPENS NOW?

The Court will hold a fairness hearing in this case on [DATE] at [TIME] at the Hamilton County Ohio Courthouse located at 1000 Main Street, Cincinnati, OH 45202, to consider the final approval of the settlement, payment of attorneys' fees to class counsel (Class Counsel may seek up to \$649,935 as attorneys' fees to be paid from the Common Fund), service awards for the class representative (up to \$2,500 for each Class Representative), and other related issues. The motion(s) by class counsel for attorneys' fees and costs and service awards for class representative will be available for viewing at www.southernohiohealthsystemdatabreach.com (active link) after they are filed. You may appear at the hearing in person or through your attorney at your own cost, but you are not required to do so.

The hearing date may change without further notice to you. Visit www.southernohiohealthsystemdatabreach.com (active link) for the latest updates.

WHAT ARE YOUR OPTIONS?

- **FILE A CLAIM:** To receive reimbursement for Out-of-Pocket and Extraordinary Out-of-Pocket Losses or to receive payment for Undocumented and Documented time, you must file a claim. The deadline by which to electronically file a claim or postmark your mailed claim is [DATE].
- **EXCLUDE YOURSELF:** To get out of the lawsuit and settlement if you do not want to be bound by the settlement and you do not want to give up your rights to sue for money damages, you must exclude yourself from the settlement. You can exclude yourself by completing and submitting an online form available at www.southernohiohealthsystemdatabreach.com (active link) or by mailing your request to the Settlement Administrator postmarked by [DATE].
- **OBJECT TO THE SETTLEMENT:** You can object to the settlement by telling the Court why you do not think the settlement should be approved. You must file a written objection by [DATE]. If you intend on appearing at the fairness hearing, you must also notify the parties and the Court that you plan on appearing by [DATE].
- **DO NOTHING:** If you do not exclude yourself from the settlement and do nothing, you will be bound by the Court's decision. If the settlement is approved, you will forever release your claims against the health care systems and Bricker over the Incident.

This notice only summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.southernohiohealthsystemdatabreach.com. (active link) You can also contact the Settlement Administrator by calling 1-XXX-XXX-XXXX, emailing (insert email address), or writing to (insert mailing address).

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, YOUR HEALTH CARE SYSTEM, OR BRICKER & ECKLER TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT 3

This is a Court approved Legal Notice. This is not an advertisement.

COURT OF COMMON PLEAS FOR HAMILTON COUNTY, OHIO

In Re Southern Ohio Health Systems Data Breach Class Action Settlement

Case No. 2101886

TO: All persons whose personal, medical or financial information was potentially exposed in a data breach announced by Bricker & Eckler, L.L.P. on or about April 11, 2021.

A Class Action Settlement has been proposed in litigation¹ relating to a ransomware incident that Bricker & Eckler L.L.P. (“Bricker”) disclosed around April 2021 (“Incident”). You are receiving the notice because you may be a “Settlement Class Member” entitled to benefits from a class action settlement (“Settlement”). **You can submit a claim under the settlement online at www.southernohiohealthsystemsdatabreach.com.**

Under the terms of the Settlement, Bricker has agreed to establish a non-reversionary fund of \$1,950,000.00 (“Settlement Fund”) that will be used to pay for the following forms of relief:

- **Reimbursement for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse Settlement Class Members for documented losses and extraordinary expenses they incurred in addressing the effects of the Incident, up to \$5,000.00 per individual (“Out-of-Pocket Losses” and “Extraordinary Out-of-Pocket Losses”).
- **Compensation for Undocumented Time and Documented Time:** The Settlement Fund will be used to compensate Settlement Class Members for time spent dealing with issues related to the Incident. Class Members can make a claim for up to four (4) hours of undocumented self-certified time (“Undocumented Time”) at \$20.00 per hour and up to eight (8) additional hours at \$20.00 per hour for “Documented Time.”
- **Cash Payments:** Should funds remain in the Settlement Fund after the payment of valid claims, attorneys’ fees, costs, service awards, and administration and notice costs, then each Settlement Class Member’s valid claim shall be proportionately increased on a pro rata basis (in other words, in equal amounts to each claimant).

The Court still must decide whether to approve the Settlement. No payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved. Your legal rights are affected whether you respond or not. ***Read the notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DEADLINE

File a claim for out-of-pocket losses and lost time

You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or loss of time paid at \$20 per hour. You may claim Out-of-Pocket and Extraordinary Out-of-Pocket Losses, Undocumented Time, and Documented Time under the Settlement.

DATE

For more detailed information, see Questions 6, 7, and 8.

Exclude yourself

You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only

DATE

¹ This litigation involved two consolidated lawsuits filed in Ohio state courts against TriHealth, Inc. and Adena Health System (collectively, “Health Systems”).

option that allows you to retain your rights to separately sue the Health Systems and Bricker for claims related to the Incident. If you opt-out, you may not make a claim for benefits under the Settlement as described in the Settlement Agreement which is available at www.southernohiohealthsystemsdatabreach.com

For more detailed information, see Question 13.

**Object or
comment on
the settlement**

You may object to the Settlement by writing to the Settlement Administrator and explaining why you don't think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement if you file a claim and give up your right to sue on certain claims described in the Settlement Agreement which is available at www.southernohiohealthsystemsdatabreach.com

DATE

For more detailed information, see Question 14.

Do nothing

If you do nothing, you will not be eligible to receive reimbursement for Out-Of-Pocket Losses, Attested Time, or Documented Time. If the Settlement becomes final, you will give up your rights to sue the Health Systems and Bricker separately relating to the Incident.

No deadline

For more detailed information, see Question 10.

What this Notice Contains

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Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

BASIC INFORMATION AND OVERVIEW

1. Why did I get a Notice?

You received the notice because the Bricker law firm sent you notice that your personal information may have been compromised during the Incident. A Court authorized the notice because you have a right to know how the proposed settlement may affect your rights. The notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. The notice also explains the ways you may participate in, object to, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

On January 31, 2021, Bricker learned that it was the target of a ransomware attack. Upon learning of the incident, Bricker immediately took measures to contain the incident and launched an investigation, with the assistance of third-party cybersecurity forensic experts. Bricker also notified federal law enforcement.

The investigation determined that an unauthorized party gained access to certain Bricker internal systems at various times between approximately January 14, 2021 and January 31, 2021. Findings from the investigation indicate that the party obtained some data from certain Bricker systems during this period, including personal and medical data that Bricker had in its possession for purposes of providing legal advice to TriHealth, Inc. and Adena Health System (the “Health Systems”). Bricker was able retrieve the data involved from the unauthorized party and has taken steps to delete the data. Bricker has no reason to believe this data was further copied or retained by the unauthorized party. Bricker conducted a thorough review of the data to identify individuals whose personal or medical information may have been involved, and on or about April 11, 2021, provided notice of the incident to those persons. The notice offered those persons whose information was potentially compromised a complimentary one-year membership in Experian® IdentityWorksSM Credit 3B.

Thereafter, separate class action lawsuits were filed against the Health Systems by individuals who allege that they were affected by the Incident. The lawsuits have been consolidated in the Court of Common Pleas for Hamilton County, Ohio, under the caption *In Re Southern Ohio Health Systems Data Breach Litigation*, No. A2101886. The judge overseeing the case is the Honorable Jennifer Branch. The individuals who sued are called “Plaintiffs.” The Health Systems are the “Defendants.” Bricker will fund the settlement. Plaintiffs contend that the Health Systems did not adequately protect their personal identifying information (“PII”) and protected health information (“PHI”). Plaintiffs assert claims including: (1) negligence; (2) negligent entrustment; (3) breach of implied contract; (4) unjust enrichment; and (5) vicarious liability. The consolidated complaint filed in the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at www.southernohiohealthsystemsdatabreachsettlement.com.

The Health Systems and Bricker deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Incident, except for those individuals who timely exclude themselves from the Settlement Class.

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or the Health Systems. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class. The class representatives appointed to represent the class and the attorneys for the Settlement Class (“Class Counsel,” see Question 11) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a member of the Settlement Class if your personal, medical, or financial information was potentially exposed in the Incident. Excluded from the Settlement Class are: (1) the judge presiding over this Action, and members of their direct families; (2) the Health Systems and Bricker, and each of their subsidiaries, parent companies, successors, predecessors, and any entity in which the Health Systems or Bricker or each of their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline (see Question 13).

If you are not sure whether you are included in the Settlement Class, call 1 [TOLL-FREE NUMBER].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, Bricker will pay \$1,950,000.00 into a non-reversionary Settlement Fund that will be used to provide the following benefits:

- Cash reimbursement for documented Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses incurred and fairly traceable to the Incident (see Question 8);
- Cash reimbursement for Undocumented Time and Documented Time spent related to the Incident (see Question 8);
- Additional Cash Payments from monies remaining in the Settlement Fund, if any, as set forth in paragraph XXX of the Settlement Agreement;
- Attorneys’ fees and expenses as approved by the Court (see Question 12), service awards as approved by the Court (Question 12), and the costs of notifying the class and administering the Settlement.

Depending on the number of valid claims, the costs of settlement administration, and the amount awarded by the Court for attorney’s fees and costs and service payments, payments for certain benefits may be reduced proportionally as set forth in paragraph XXX of the Settlement Agreement.

7. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?

Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses: The Settlement provides for reimbursement of documented Out-of-Pocket Losses which mean out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by Reasonable Documentation. “Out-of-Pocket Losses” include things such as the purchase

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

of identity protection services, credit monitoring services, or ID theft insurance different from the services and insurance offered by Bricker in the April 2021 notice of the Data Breach that were purchased after receipt of April 2021 notice but no later than July 31, 2021, are fairly traceable to the Data Breach, and such expenses have not already been reimbursed by a third party. The Settlement also provides for reimbursement of Extraordinary Out-of-Pocket Losses which mean out-of-pocket costs, expenditures or other financial losses that a Settlement Class Member actually incurred that are supported by Reasonable Documentation and are for losses other than things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance. Extraordinary Out-of-Pocket Losses include, but are not limited to, funds stolen from financial accounts or funds expended by a Settlement Class Member as a result of or to remedy or address ID theft that occurred after receipt of April 2021 notice of the Data Breach but no later than (insert Notice Date), are fairly traceable to the Data Security Incident, and such expenses have not already been reimbursed by a third party. If you suffered Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses, then you can submit a claim for reimbursement up to \$5,000. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.**

The Settlement Administrator has the sole authority to determine the validity of claims for Out-Of-Pocket Losses and Extraordinary Out-of-Pocket Losses . Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses is [DATE] (this is the last day to file online and the postmark deadline for mailed claims).

Settlement Benefit: Payment for Lost Time:

You can make a claim to recover up to 4 hours of undocumented Attested Time and up to 8 hours of Documented Time, paid out at \$20 per hour.

- **Undocumented Time:** If you spent time dealing with fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Incident, then you may make a claim for payment for this time. All Settlement Class Members may submit a claim for reimbursement of undocumented Attested Time up to four (4) hours at \$20.00 per hour (up to \$80) for self-certified undocumented Attested Time. The deadline to file a claim for Attested Time is [DATE].
- **Documented Time:** If you spent time dealing with fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Incident and can provide Reasonable Documentation of your claim, then you may make a claim for payment of up to eight (8) additional hours at \$20 per hour (up to an additional \$160). Reasonable Documentation includes documents such as receipts, telephone records, or contemporaneous correspondence. The Settlement Administrator has the authority to determine the validity and sufficiency of documents submitted for claims for Documented Time. Only valid claims will be paid. The deadline to file a claim for Documented Time is [DATE].

HOW TO GET SETTLEMENT BENEFITS

8. How do I file a claim for Out-of-Pocket Losses, Documented Time, and/or Undocumented Time?

To submit a claim for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Documented Time, and/or Undocumented Time fairly traceable to the Incident, you will need to file a claim form. There are two options for filing claims:

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

- (1) **File Online:** You may fill out and submit the claim form online at www.southernohiohealthsystemsdatabreachsettlement.com. This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may fill out the claim form attached to the postcard notice or print out a claim form from the settlement website and mail it to the address on the claim form along with supporting documentation, if any. If you lost or did not otherwise receive a claim form, you can download a hard copy of the claim form (available at www.southernohiohealthsystemsdatabreachsettlement.com), or ask the Settlement Administrator to mail a claim form to you by calling [TOLL-FREE NUMBER]. Fill out your claim form and mail it (including postage) to: Southern Ohio Health Systems Data Breach Settlement c/o Settlement Administrator, [ADDRESS].

The deadline to file a claim is [DATE]. This is the last day to file online and/or the postmark deadline for mailed claims.

9. When and how will I receive the benefits I claim from the Settlement?

Payments will be made after the Court enters the Final Approval Order and Judgment and the Settlement becomes final. This process may take several months or longer if there is an appeal; please be patient. Once there is a Final Approval Order and Judgment, it will be posted at www.southernohiohealthsystemsdatabreachsettlement.com.

Checks for valid claims for Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Documented Time, and Undocumented Time either will be mailed by the Settlement Administrator to the mailing address that you provide, or will be provided through PayPal or Venmo at your election.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

10. What happens if I do nothing and what am I giving up to stay in the settlement class?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims against the Health Systems and Bricker arising out of the issues this Settlement resolves. Unless you exclude yourself from the Settlement (see Question 13), all of the decisions by the Court will bind you. The specific claims you are giving up against the Health Systems and Bricker are described in Section XXX of the Settlement Agreement. The Settlement Agreement is available at www.southernohiohealthsystemsdatabreachsettlement.com. You will be releasing TriHealth, Adena, Bricker and all related people and entities as described in Section XXX of the Settlement Agreement.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions regarding the release, you may contact Class Counsel as provided for in Question 11.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes. The Court appointed attorneys to represent you and other Settlement Class Members as “Class Counsel.” Class Counsel can be reached at:

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call [TOLL-FREE NUMBER]

Joseph M. Lyon
The Lyon Firm
2754 Erie Avenue
Cincinnati, Ohio 45208
Phone: (513) 381-2333
jlyon@thelyonfirm.com

Jeffrey S. Goldenberg
Goldenberg Schneider, L.P.A.
4445 Lake Forest Drive, Suite 490
Cincinnati, OH 45242
Phone: (513) 345-8291
jgoldenberg@gs-legal.com

Brian D. Flick
DannLaw
15000 Madison Avenue
Lakewood, OH 44107
(216) 373-0539
bflick@dannlaw.com

You will not be directly charged by these lawyers for their work on the case. Any fees approved by the Court to be paid to Class Counsel will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about how to submit a claim or if you need to update your address information, please contact the Settlement Administrator (see Question 15).

12. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court for an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, or \$649,935.00. Plaintiffs will also seek approval of a Service Award for their work on the case, in an amount not to exceed \$2,500 each. The Court will decide the amount of fees, costs and service awards to be paid. Class Counsel's request for attorneys' fees and costs, and Plaintiffs' service awards (which must be approved by the Court) will be filed on [DATE] and will be available to view on the settlement website at www.southernohiohealthsystemsdatabreachsettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

If you are a member of the settlement class but do not want to remain in the class, you may exclude yourself from the class (also known as "opting out"). If you exclude yourself, you will lose any right to object to or participate in the Settlement, including any right to receive the benefits outlined in the Notice.

If you decide on this option, you may keep any rights you have, if any, against the Health Systems and Bricker and you may file your own suit against them based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

To exclude yourself from the Settlement, you must mail a request for exclusion, postmarked no later than [DATE], to:

Southern Ohio Health Systems Data Breach Settlement Administrator
Attn: Exclusion
c/o
Settlement Administrator
[ADDRESS]

This statement must contain the following information:

- (1) The name of this proceeding (*In Re Southern Ohio Health Systems Data Breach Litigation*, Case No. A2101886 or similar identifying words);
- (2) Your full name and address;
- (3) The words “Request for Exclusion” or a comparable statement that you do not wish to participate in the settlement at the top of the communication; and
- (4) Your signature.

If you do not comply with these procedures and the (insert date) postmark deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class and will be bound by the settlement if it is approved by the Court.

OBJECTING OR COMMENTING ON THE SETTLEMENT

14. How do I tell the Court that I don’t like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you don’t think it is fair, reasonable, or adequate, including Class Counsel’s motion for an award of attorneys’ fees, costs and expenses, and service awards to the Settlement Class Representatives. The Court cannot order a larger settlement or award you more based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented.

To object, you must send a letter stating that you object to the Settlement. Your objection must include:

- (1) The name of this proceeding (*In Re Southern Ohio Health Systems Data Breach Litigation*, Case No. A2101886 or similar identifying words)
- (2) Your full name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) The name and address of any attorneys representing you with respect to the objection;
- (5) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (6) You or your attorney’s signature.

To be considered by the Court, your objection must be mailed, postmarked no later than -----, 2022, to the following address:

Southern Ohio Health Systems Data Breach Settlement Administrator
Attn: Objections
c/o

Questions? Go to www.southernohiohealthsystemsdatabreachsettlement.com or call **[TOLL-FREE NUMBER]**

Settlement Administrator
[ADDRESS]

You must not submit your objections directly to the Court. **If you do not comply with these procedures and the (insert date) deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final, even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them.

The hearing will take place on [DATE] at [TIME] before the Honorable Jennifer Branch, at the Court of Common Pleas for Hamilton County, Courtroom 320, 1000 Main Street, Cincinnati, Ohio 45202. This hearing date and time may be moved or may be conducted telephonically or by video conference. Please refer to www.southernohiohealthsystemsdatabreachsettlement.com for notice of any changes.

GETTING MORE INFORMATION

15. Where can I get more information?

The notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement and other case documents at www.southernohiohealthsystemsdatabreachsettlement.com. If you have questions about this Notice or the Settlement, you may contact the Settlement Administrator by calling 1-833-352-1116, emailing to [\[EMAIL ADDRESS\]](#) or by mail at In Re: Southern Ohio Health Systems Data Breach Settlement c/o **Settlement Administrator**, [ADDRESS]. If you wish to communicate directly with Class Counsel, you may contact them using the information noted above in Question 11. You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

The status of the Settlement, any appeals, and the date of payments will be posted on the Settlement website. The Final Approval Hearing is currently scheduled for [DATE] at [TIME] and will be posted on the Settlement website. Please check the Settlement website to see if the Court makes any changes to the date or time of the Final Approval Hearing.

The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed settlement. ***Please do not contact the Court or its Clerk with questions about the Settlement.***

EXHIBIT 4

(To Be Drafted Prior to Final
Approval Hearing)

EXHIBIT 5

**COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

**IN RE: SOUTHERN OHIO HEALTH
SYSTEMS DATA BREACH**

Case No. A2101886

JUDGE JENNIFER BRANCH

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

WHEREAS, the Court has been advised that the parties to this action have agreed, subject to Court approval, to a settlement and to issue notice to the Class of the settlement, all as set forth in the Settlement Agreement and Release (“Settlement Agreement”), which has been filed with the Court:

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court upon preliminary examination that the Settlement Agreement and the terms of the settlement appear fair, reasonable, and adequate, and that a hearing should be held after notice to the Class of the proposed settlement to finally determine if the proposed Final Approval Order and Dismissal with Prejudice should be entered.

IT IS HEREBY ORDERED THAT:

1. The following Class is hereby preliminarily certified, for settlement purposes only, as follows:

The 369,736 individuals identified on the TriHealth, Inc. Settlement Class List and the 50,697 individuals identified on the Adena Health System Settlement Class List whose certain personal information was involved in the Data Breach. Excluded from the Settlement Class are: (1) the Judge presiding over this Action,

and members of her direct family; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline

2. The Court finds that the Settlement Class satisfies the requirements of numerosity, commonality, typicality, and adequacy pursuant to Ohio R. Civ. P. 23(A), and the predominance and superiority requirements of Ohio R. Civ. P. 23(B)(3).

3. Plaintiffs James Jones, Derishia Smith and Tommie Shearer are preliminarily appointed representatives of the Settlement Class (“Class Representatives”), and the following attorneys for Plaintiff are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”):

Joseph M. Lyon (0076050)
The Lyon Firm, LLC
2754 Erie Avenue
Cincinnati, OH 45208

Jeffrey S. Goldenberg
Goldenberg Schneider, L.P.A.
4445 Lake Forest Drive, Suite 490
Cincinnati, OH 45242

Brian D. Flick
DannLaw
15000 Madison Avenue
Lakewood, OH 44107

4. The Settlement Agreement and the settlement contained therein are preliminarily approved as fair, reasonable, and adequate. The settlement is sufficient to justify issuing notice of the settlement to the Class

5. The notices attached as Exhibits to the Settlement Agreement (the “notices” referred to throughout this order) to be mailed and/or emailed directly to each member of the

Settlement Class constitute the best notice practicable under the unique circumstances of this case and constitute sufficient notice to all potential members of the Settlement Class, and satisfy all due process and Rule 23 requirements.

6. The Settlement Administrator shall cause notices to issue as provided for in the Settlement Agreement. The Settlement Administrator shall also establish a website and post the Settlement Agreement and the notices on the website and permit claims to be filed electronically on the website. The cost of notice and related settlement administration shall be paid as provided for in the Settlement Agreement.

7. A hearing (the "Final Hearing") shall be held on _____, at _____ a.m. as set forth in the notices, to determine whether the proposed settlement is fair, reasonable, and adequate, and should be approved. The Final Hearing described in this paragraph may be postponed, adjourned, or continued by journalized order of the Court without further notice to the Class. After the Final Hearing, the Court may enter a Final Approval Order and Dismissal with Prejudice in accordance with the Settlement Agreement that will adjudicate the rights of all members of the Settlement Class.

8. Any member of the Settlement Class who does not elect to be excluded from the Settlement Class and who objects to approval of the proposed settlement may appear and be heard at the Final Hearing provided that the class member (as well as the objection) complies with the requirements and due dates set forth in the notices and Settlement Agreement.

9. Timely objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court, only if, on or before _____, said objector(s) shall file with the Clerk of Court their written objections, together with supporting papers stating specifically the factual basis and legal

grounds of the objections in compliance with the requirements and due dates set forth in the notices and Settlement Agreement. No person shall be entitled to be heard, and no objection shall be considered, unless these requirements are satisfied.

10. Any member of the Settlement Class who does not make objection to the settlement in the manner provided in the Settlement Agreement and notices shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

11. Any Settlement Class Member who desires to be excluded from the Settlement Class must serve on the Settlement Administrator, at the address indicated in the class notices, a written request to opt-out of this settlement. To be effective, each opt-out request must comply with the requirements provided in the Settlement Agreement and notices.

12. All persons who properly submit requests for exclusion from the Settlement Class shall not be Settlement Class Members and shall have no rights with respect to the settlement and no interest in any proceeds of the settlement. All Settlement Class Members who do not serve a request for exclusion from the Settlement Class, in compliance with the requirements and due dates explained in the Settlement Agreement and notices, shall be bound by the judgment to be issued by this Court if final approval is granted.

13. The notices contained in the Settlement Agreement constitutes the best notice practicable under the unique circumstances of this case and constitute sufficient notice to all potential members of the Class.

14. All discovery, other than that provided in the Settlement Agreement and other pretrial proceedings in this action are stayed and suspended until further order of this Court, except such things as may be necessary to implement the Settlement Agreement and this Order.

In addition, Plaintiffs and Class Counsel are enjoined from further prosecuting the claims until further order of this Court.

15. If the proposed settlement as provided in the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Approval Order and Dismissal with Prejudice as contemplated by the Settlement Agreement, or the Settlement Agreement is terminated under its terms, then the Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice to the rights of any and all parties thereof, who shall be restored to their respective positions immediately prior thereto, and this Order and related filings shall have no further force and effect whatsoever, whether evidentiary or otherwise.

16. Class Counsel's application for an award of attorneys' fees, expenses, and service awards shall be filed with the Court not less than fourteen business days before the Final Hearing.

Dates for performance:

(a) Notices to be mailed and/or emailed by _____.

(b) Any objections to settlement to be filed by _____.

(c) Claims to be postmarked or submitted electronically by _____.

(d) Response to Objections to be filed by _____.

(e) All members of the Class who desire to opt-out must submit requests for exclusion by _____.

(f) Final Approval Hearing to be held on _____,
at _____ a.m.

It is so ordered this _____ day of _____, 2022

Judge Jennifer Branch