

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of July 28, 2025, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., both on behalf of all other similarly situated (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through Cohen & Malad LLP and Milberg Coleman Bryson Phillips Grossman, PLLC (“Class Counsel”), on the one hand; and (ii) Defendant C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services (“CarePro” or “Defendant”), by and through its counsel of record, Cipriani & Werner (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on or about November 16, 2023, CarePro discovered that unauthorized individuals gained access to the internet accessible network on which CarePro stored the unencrypted and unredacted Private Information of its patients (the “Data Incident”). The attacker accessed and acquired files containing unencrypted Private Information of Representative Plaintiffs and Class Members. The impacted information may include, but is not limited to, full names, contact information, dates of birth, state IDs, Social Security numbers, driver’s license numbers, and financial account information (“personally identifiable information” or “PII”) and medical and health insurance information, which is protected health information (“PHI”, and collectively with PII, “Private Information”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

WHEREAS, after CarePro identified approximately 151,499 individuals whose Private Information (defined below) may have been impacted by the Data Incident.

WHEREAS, on March 11, 2024, Representative Plaintiff Brandi Bell filed a lawsuit styled Brandi Bell, on behalf of herself individually and on behalf of all other similarly situated, v. C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services, Case No. CVCV1004303, in the Iowa District Court in and for Linn County. Subsequently, on June 6, 2024, Representative Plaintiffs Brandie Keegan, individually and on behalf of her minor child, E.S., both on behalf of all other similarly situated, also filed suit in the same court. The First Amended Complaint (“FAC”) was filed in the first filed *Bell* Action in Iowa District Court for Linn County on July 25, 2024, bringing the two cases together by adding the second-filed Representative Plaintiffs to the first-filed *Bell* Action (the “Litigation”).

WHEREAS, the Class Action Complaint in the Litigation asserts the following claims: (i) negligence, (ii) negligence per se; (iii) breach of implied contract; (iv) invasion of privacy, (v) breach of fiduciary duty; (vi) breach of confidence; (vii) invasion of privacy – intrusion upon seclusion; (viii) violation of the Iowa Consumer Fraud Act (“ICFA”), Iowa Code § 714h.3, 714h.5; (ix) violation of the Iowa Personal Information Security Breach Protection Act (“PISBPA”), Iowa Code § 715c.2, and; (x) unjust enrichment.

WHEREAS, CarePro denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, over a period of several months, the Parties engaged in voluntary discovery and good faith, arm's-length negotiations between experienced counsel, and a formal mediation presided over by Bennett Picker, Esq. of Stradley Ronon (a highly experienced data breach mediator), reaching an agreement in principle to resolve the Litigation, as outlined herein.

WHEREAS, CarePro provided Class Counsel with certain additional factual information to aid in negotiations and agreed to provide further confirmatory information as required to confirm the size of the class.

WHEREAS, CarePro denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of CarePro with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that CarePro has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against CarePro relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against CarePro relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and CarePro that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement

Agreement.

1. Definitions.

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

1.3 “Claims Administrator” means Eisner Advisory Group, LLC (“EAG”) a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Claims Period” means the sixty (60) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

1.7 “Class Counsel” means Milberg, Coleman, Bryson, Phillips, Grossman, PLLC and Cohen & Malad LLP.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the Iowa District Court for Linn County.

1.10 “Data Incident” means the potential unauthorized access of certain information on CarePro’s computer systems discovered on or about November 16, 2023, which gave rise to the Litigation.

1.11 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in ¶ 9.1.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement

pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.13 "Final Fairness Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Iowa Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

1.14 "Judgment" means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which CarePro must approve before filing

1.15 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.16 "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

1.17 "Notice Deadline" means 30 days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice as set forth in ¶ 3.2.

1.18 "Objection Date" means 60 days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 "Opt-Out Date" means days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.20 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.21 "Plaintiff" or "Class Representative" or "Representative Plaintiff" means Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S.

1.22 “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.23 “Private Information” means full names, contact information, dates of birth, state IDs, Social Security numbers, driver’s license numbers, and financial account information (“personally identifiable information” or “PII”) and medical and health insurance information, which is protected health information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

1.24 “Released Claims” shall collectively mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all Iowa consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against CarePro.

1.25 “Released Parties” means C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services, and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

1.26 “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.

1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 “Settlement Class” means all individuals whose Personal Information was potentially compromised in the Data Incident. The Settlement Class specifically excludes: (i) CarePro, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.29 “Settlement Class List” means the list generated by CarePro containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which CarePro shall provide to the Claims Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Claims Administrator.

1.30 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.31 “Settlement Fund” shall mean a non-reversionary common fund in the amount of \$1,300,000.

1.32 “Settlement Website” means the website described in ¶ 4.2.3.

1.33 “Settling Parties” means, collectively, CarePro and Plaintiffs, individually and on behalf of the Settlement Class.

1.34 “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibit A attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

1.35 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602;

North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.36 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.37 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits.

2.1 Settlement Fund. Within 30 days of Preliminary Approval, Defendant shall deposit \$1,300,000.00 in cash into the Escrow Account to establish the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

2.2 The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representative; (3) any attorneys’ fees and litigation expenses awarded to Class Counsel; and (4) all Settlement Administration Costs.

2.3 The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant,

Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

2.4 Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

2.4.1. Documented Monetary Losses.

Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after November 16, 2023, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

2.4.2 Pro Rata Cash Payment

In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

2.4.3 Credit Monitoring

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

2.4.4 Pro Rata Adjustments on Cash Payments

Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

2.4.5 Business Practices Changes.

The Settling Parties agree that as part of the settlement consideration, CarePro, has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. CarePro will detail these business practice changes to Class Counsel in a confidential declaration.

2.5 Duties of Claims Administrator.

The Claims 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:

- 2.5.1 Administering and overseeing the Settlement funds provided by CarePro to pay Approved Claims.
- 2.5.2 Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- 2.5.3 Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- 2.5.4 Providing Notice to Settlement Class Members via U.S. mail and/or email;
- 2.5.5 Establishing and maintaining the Settlement Website;
- 2.5.6 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;

- 2.5.7 Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- 2.5.8 Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and CarePro's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;
- 2.5.9 Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and CarePro's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to CarePro's Counsel;
- 2.5.10 Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- 2.5.11 After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- 2.5.12 Providing bi-weekly or other periodic reports to Class Counsel and the CarePro's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- 2.5.13 In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- 2.5.14 Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or CarePro's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

2.6 Limitation of Liability.

The Parties, Class Counsel, and CarePro's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

2.7 Dispute Resolution for Claims.

- 2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.4.1 above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after November 16, 2023 (or for reimbursement for credit monitoring service costs, after January 23, 2024); and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in CarePro's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.
- 2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- 2.7.3 Following receipt of additional information requested by the Claims

Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

- 2.7.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

3. Settlement Class Certification.

The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

4. Preliminary Approval and Notice of Fairness Hearing.

4.1. Preliminary Approval.

As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Cohen & Malad LLP and Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel;
- d) appointment of Plaintiffs Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., as Class Representative;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of EAG as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

4.2 Notice.

Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of New York law and constitutional due process requirements.

- 4.2.1 Within seven (7) days after the date of the Preliminary Approval Order, CarePro shall provide the Settlement Class List to the Claims Administrator.
- 4.2.2 The Claims Administrator shall provide direct and individual notice to Settlement

Class Members via U.S. Mail or email, to the extent mailing addresses or email addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard. The Claims Administrator shall also issue notice by publication by issuing a press release announcing the Settlement on or around the Notice Date.

- 4.2.3 The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys’ fees, costs, and service awards; and motion for final approval.
- 4.2.4 A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members’ inquiries.
- 4.2.5 The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- 4.2.6 At the discretion of Class Counsel, the Claims Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3% forty-five (45) days prior to the Claims Deadline.
- 4.2.7 Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

4.3 Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys’ fees, costs, and expenses of Plaintiffs’ Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by CarePro as set forth in Section 8.4 below.

4.4 Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice

Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval described in ¶ 3.1, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred thirty-five (135) days after entry of the Preliminary Approval Order.

5. Opt-Out Procedures.

5.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date.

5.2 All Persons who submit valid and timely Requests for Exclusion, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5.3 In the event that within 10 days after the Opt-Out Date, there have been Requests for Exclusion totaling more than 500 individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

5.4 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

6. Objection Procedures.

6.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting

forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator by the Objection Date.

6.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1.

7. Releases.

7.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7.2 Upon the Effective Date, CarePro shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses CarePro may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7.3 Notwithstanding any term herein, neither CarePro nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

8. Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs.

8.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶ 8.2 until after the substantive terms of the settlement had been agreed upon, other than that CarePro would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Plaintiff as may be ordered

by the Court. CarePro and Class Counsel then negotiated and agreed to the provision described in ¶ 8.2.

8.2 Class Counsel may petition the court for attorneys' fees not to exceed one-third of the Settlement Fund, and an award of any costs and out-of-pocket litigation expenses.

8.3 Subject to Court approval, CarePro has agreed not to object to a request for a service award in the amount of \$2,500 to each of the named Plaintiffs.

8.4 If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator, as set forth above in ¶¶ 8.2 and 8.3 within seven (7) days after the Effective Date.

8.5 Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

9. Administration of Claims.

9.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by CarePro shall be deemed a Valid Claim.

9.2 Payment for Valid Claims shall be issued, via check or electronically, within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

9.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.4 No Person shall have any claim against the Claims Administrator, claims referee, CarePro, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by CarePro to implement the business practice changes in ¶ 2.4.

9.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the

Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

10.1 The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1, without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) CarePro has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- f) the Judgment has become Final, as defined in ¶ 1.12.

10.2 If all conditions specified in ¶ 9.1(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Requests for Exclusion ("Opt-Out List").

10.4 In the event that the Settlement Agreement or the releases set forth in ¶ 6 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, CarePro shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous.

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.5 This Agreement contains the entire understanding between CarePro and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between CarePro provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between CarePro and Plaintiffs. Any agreements reached between CarePro, Plaintiffs, and any third party, are expressly excluded from this provision.

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

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

Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

11.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.10 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

11.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.12 All dollar amounts are in United States dollars (USD).

11.13 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

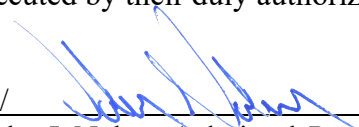
11.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

11.15 This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and CarePro each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

11.16 Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such

provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/ 
John J. Nelson (admitted *Pro Hac Vice*)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W Broadway, Suite 1760
San Diego, CA 92101
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Counsel for Plaintiffs and the Putative Class

/s/ /s/ Jill H. Fertel
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Attorneys for Defendant

EXHIBIT A

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

Bell et al. v. C.R. Pharmacy Services, Inc.
No. CVCV104303

**If your Personal Information was
potentially compromised in the
CarePro Data Incident that occurred in
November 2023, you may be entitled to
benefits from a class action settlement.**

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

[website]
[phone number]

<<NOTICE ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A \$1,300,000 settlement has been reached in a class action lawsuit against C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services (“CarePro” or “Defendant”) arising out of a data incident Defendant experienced on or about November 16, 2023, where unauthorized individuals accessed Defendant’s computer systems (“Data Incident”). The impacted information may include, but is not limited to, names, Social Security Numbers, personal customer data, addresses, phone numbers and credit cards (personally identifiable information or “PII”, or “Personal Information”). CarePro denies any wrongdoing whatsoever.

WHAT CAN I GET? This \$1,300,000 common fund settlement provides for two types of cash payments and free credit monitoring and identity theft restoration services: (i) up to \$5,000 in reimbursement for documented monetary losses; (ii) a *pro rata* cash payment estimated to be \$100, and (iii) 2 years of credit monitoring and identity theft restoration services. You may submit a claim for any of the above-listed remedies.

WHO IS INCLUDED? The Settlement Class includes all individuals whose Personal Information was potentially compromised in the Data Incident.

CLAIM FORM. You must file a Claim Form to receive payment or other benefits as part of the Settlement. For Pro Rata Cash Payment and/or Credit Monitoring, you may use the attached tear off claim form. For all benefits, you can file a claim online or download a Claim Form at [website] and mail it to the Claims Administrator, or you may call [phone number] and ask that a Claim Form be mailed to you. The claim deadline is [deadline].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by [deadline]. If you want to remain part of the settlement, you may nevertheless object to it by [deadline]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [website] or call the toll-free number [phone number] for a copy of the more detailed notice. The Court will hold a Final Approval Hearing on [date] at [time] to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$[fees], plus litigation expenses, and service awards of \$2,500 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

Learn more about the Settlement at [website], or by calling toll free [phone number].

CLAIM FORM – CLAIM ID: <<Claim id>>

Claims must be postmarked or submitted online no later than [deadline].

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Compensation for Documented Monetary Losses: You can receive reimbursement for up to \$5,000 for documented monetary losses incurred as a result of the Data Incident. Because you must submit supporting documentation to be compensated for monetary losses, you cannot use this tear-off claim form. **To file a claim for monetary losses, you must submit your claim online or return the full claim form via mail.**

In addition to compensation for Out-of-Pocket Losses, you may select **any or all** of the following:

- ☐ Pro Rata Cash Payment: I wish to claim a pro rata cash payment, estimated to be \$100. I understand this amount may increase or decrease depending upon the number of valid claims filed.
- ☐ Credit Monitoring: I wish to claim two (2) years of three-bureau credit monitoring.

Select one of the following payment methods: *PayPal _____ *Venmo _____ *Zelle _____ Check _____

*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account:

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:

**BARCODE
NO-PRINT
ZONE**

BRM POSTAGE

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

EXHIBIT B

Iowa District Court for Linn County

If your Personal Information was potentially compromised in the CarePro Data Incident that occurred in November 2023, you may be entitled to benefits from a class action settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

- A \$1,300,000.00 settlement has been reached in a class action lawsuit against C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services (“CarePro” or “Defendant”) arising out of a data incident CarePro experienced on or about November 16, 2023, by unauthorized individuals (“Data Incident”).
- You are part of the Settlement Class if you are an individual whose Personal Information was potentially compromised in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Monetary Losses:** You may claim up to \$5,000.00 upon presentment of documented losses related to the Data Incident.

AND

- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment, currently estimated to be \$100. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* basis after payment of Settlement Administration Fees, Attorneys’ Fees Costs and Expenses, Documented Monetary Losses, and Credit Monitoring and Identity Restoration Services.

AND

- **Credit Monitoring and Identity Theft Restoration Services:** In addition to electing reimbursement for Documented Monetary Losses and/or a cash payment, you may claim two (2) years of free 3-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by [deadline]
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by [deadline]
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by [deadline]

DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	
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- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Bell et al. v. C.R. Pharmacy Services, Inc.*, Case No. CVCV104303, in the Iowa District Court for Linn County (the “Litigation”).

2. What is this lawsuit about?

Plaintiffs Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., both on behalf of all other similarly situated (“Representative Plaintiffs”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant. Representative Plaintiffs allege that on or around November 16, 2023, CarePro discovered that unauthorized individuals gained access to the internet accessible network on which CarePro stored the unencrypted and unredacted Private Information of its patients (the “Data Incident”). The attacker accessed and acquired files containing unencrypted Private Information of Representative Plaintiffs and Class Members. The impacted information may include, but is not limited to, full names, contact information, dates of birth, state IDs, Social Security numbers, driver’s license numbers, and financial account information (“personally identifiable information” or “PII”) and medical and health insurance information, which is protected health information (“PHI”, and collectively with PII, “Private Information”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

Representative Plaintiffs brought this lawsuit against Defendant alleging legal claims for (i) negligence, (ii) negligence per se; (iii) breach of implied contract; (iv) invasion of privacy, (v) breach of fiduciary duty; (vi) breach of confidence; (vii) invasion of privacy – intrusion upon seclusion; (viii) violation of the Iowa Consumer Fraud Act (“ICFA”), Iowa Code § 714h.3, 714h.5; (ix) violation of the Iowa Personal Information Security Breach Protection Act (“PISBPA”), Iowa Code § 715c.2, and; (x) unjust enrichment. CarePro denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Representative Plaintiffs and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals whose Personal Information was potentially compromised in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) CarePro, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at [website] or call the Claims Administrator’s toll-free telephone number at [phone number].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after November 16, 2023, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments will be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Settlement Agreement Section 7 describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [website] or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked** or **submitted online** by **[deadline]**. Claim Forms may be submitted online at [website] or printed from the Settlement Website and mailed to the Claims Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling [phone number] or by writing to:

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by [deadline].

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling [phone number], by writing to [email address], or to:

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [website] for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Claims Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and **XX XX XX XX** of Cohen & Malad LLP as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

David K. Lietz, Esq.
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
(866) 252-0878

Lynn A. Toops
COHEN & MALAD
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
(610) 567-0700

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$[fees] of the \$1,300,000.00 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Awards of \$2,500 for each of the Representative Plaintiffs. If awarded by the Court, the Claims Administrator will pay attorneys' fees, litigation expenses, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards will be made available on the Settlement Website at [website] before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class Member;

The opt out request must be **mailed** to the Claims Administrator at the following address, and be **postmarked no later than [deadline]**:

CarePro Data Incident Claims Administrator
Exclusions
P.O. Box XXXX
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Expenses.

To object, you must mail a timely, written notice of your objection. Your objection must be **postmarked by [deadline]**.

The objection must also include all of the following information:

- (1) Your full name, current address, telephone number, and email address (if any);

- (2) The case name and case number, *Bell et al. v. C.R. Pharmacy Services, Inc.*, No. CVCV104303;
- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of the Postcard notice you received;
- (4) A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- (5) A statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (6) Identity of any and all counsel representing you in connection with the objection;
- (7) Whether you or your counsel will appear at the Final Approval Hearing;
- (8) A list of all settlements to which you and/or your counsel have objected in the preceding three (3) years;
- (9) Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked** by **[deadline]**, to the Claims Administrator at:

CarePro Data Incident Claims Administrator
Objections
P.O. Box XXXX
Baton Rouge, LA 70821

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **[date]**, at **[time]** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Expenses, and Service Awards. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at [website].

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer to speak for you at the Final Approval Hearing instead of Class Counsel, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [website], by calling [phone number], by writing to [email address] or:

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

EXHIBIT C

CarePro Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

Bell et al. v. C.R. Pharmacy Services, Inc., No. CVCV104303

CLAIM FORM

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a claim form if you are an individual whose Personal Information was potentially compromised in the Data Incident CarePro experienced on or about November 16, 2023.

The easiest way to submit a claim is online at [website], or you can complete and mail this claim form to the mailing address above.

You may submit a claim for one or more of these benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. To receive payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after November 16, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

Claims must be submitted online or mailed by [deadline]. Use the address at the top of this form to mail your Claim Form.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information	
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1. NAME (REQUIRED):

[illegible]

[illegible]

2. MAILING ADDRESS (REQUIRED):

[illegible][illegible][illegible]

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3. PHONE NUMBER:

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[illegible][illegible][illegible][illegible]

Pro Rata Cash Payment	
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Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payment may be reduced pro rata accordingly (after payment of all approved Documented Monetary Loss Claims, Credit Monitoring, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

☐ **I wish to receive a Pro Rata Cash Payment, currently estimated to be \$100.**

I wish to receive a Pro Rata Cash Payment, currently estimated to be \$100.

Questions? Go to [website] or call [phone number]

Reimbursement for Documented Monetary Losses

You can receive reimbursement for up to a total of \$5,000.00 per person for documented out-of-pocket expenses related to the Data Incident incurred by a Settlement Class Member on or after November 16, 2023, through the date of Claim submission.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but are not limited to, out-of-pocket credit monitoring costs, unreimbursed losses associated with actual fraud or identity theft, or other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

Expense Type	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
<i>Out-of-pocket credit monitoring costs that were incurred on or after November 16, 2023, through the date of claim submission.</i>		
<i>Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.</i>		
<i>Unreimbursed losses associated with actual fraud or identity theft (provide a detailed description).</i>		
<i>Other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident (provide a detailed description).</i>		

☐

I attest that the losses or expenses claimed were incurred as a result of the Data Incident.

Questions? Go to [website] or call [phone number]

Credit Monitoring and Identity Theft Restoration Services

You may choose to elect to receive two (2) years of free three-bureau credit monitoring. *Please include your email address and mailing address on page 2 of this Form.*

☐ I wish to receive two (2) years of free three-bureau credit monitoring.

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ Venmo – Enter the mobile number associated with your Venmo account:

☐ Zelle – Enter the mobile number associated with your Zelle account:

☐ Physical Check - Payment will be mailed to the address provided above.

Signature

I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Printed Name

Signature

Date

Questions? Go to [website] or call [phone number]

EXHIBIT D

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

BRANDI BELL individually, and BRANDIE KEEGAN, individually and on behalf of her minor child, E.S., both on behalf of all others similarly situated, Plaintiffs, v. C.R. PHARMACY SERVICES, INC. d/b/a CAREPRO HEALTH SERVICES, Defendant.	Case No. CVCV1004303
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**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

Plaintiffs Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., (“Plaintiffs” or “Class Representative”) brought this class action case against Defendant C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services (“CarePro” or “Defendant”), and together with Plaintiffs, “the Parties”) on March 11, 2024. In the Amended Class Action Petition (“Amended Petition”) filed July 25, 2024, Plaintiffs assert claims for (1) negligence, (2) negligence per se, (3) breach of implied contract, (4) invasion of privacy, (5) breach of fiduciary duty, (6) breach of confidence, (7) invasion of privacy – intrusion upon seclusion, (8) violation of the Iowa Consumer Fraud Act (“ICFA”), (9) violation of the Iowa Personal Information Security Breach Protection Act (“PISBPA”), and (10) unjust enrichment.

According to the Petition, a targeted cyberattack and data breach, which resulted in the potential compromise of patients' personally identifiable information and/or protected health information. The information potentially compromised consisted of information such as names, contact information, dates of birth, health insurance information, Social Security numbers, and other sensitive information.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and a mediation overseen by Bennett Picker, Esq. The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.¹

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Iowa Rules of Civil Procedure 1.261-1.279, the Court provisionally certifies a class in this matter defined as follows:

All individuals whose Personal Information was potentially compromised in the Data Incident.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

Settlement Class Members; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Class Counsel.**

Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Class Representatives.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel pursuant to Iowa Rules of Civil Procedure 1.261-1.279: Lynn A. Toops of CohenMalad, LLP and John J. Nelson of Milberg, Coleman, Bryson, Phillips, Grossman, PLLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this District.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on [REDACTED], 2026 at [REDACTED] o'clock [a.m./p.m.] in The District Court of Linn County, Iowa, 51 3rd Avenue Brg, Cedar Rapids, IA 52401, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Iowa Rules of Civil Procedure 1.261-1.279; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Iowa Rules of Civil Procedure 1.261-1.279; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees and expenses (the "Fee Request") should be approved pursuant to Iowa Rules of Civil Procedure 1.261-1.279; and (f) the motion of the Settlement Class Representatives for Service Awards (the "Service Award Request") should be approved.

Plaintiffs' Motion for Final Approval of the Settlement, Service Award Request, and Fee Request shall be filed with the Court at least **14 Days prior to the Final Approval Hearing.**

6. **Administration.** The Court appoints Eisner Advisory Group, LLC ("EAG") as the Claims Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including but not limited to, the Claims Administrator's fees, as well as the costs associated with administration of the Settlement, will be paid from the non-reversionary Settlement Fund.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Short-Form Notice, Long-Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B, and C satisfy the requirements of Iowa Rules of Civil

Procedure 1.271 provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Claims Administrator and CarePro are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **30 days from the date of this Order** (the “Notice Deadline”), the Claims Administrator and Mercy shall initiate the Notice Program, which shall be completed in the manner set forth in Section 4.2 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Iowa Rule of Civil Procedure 1.271, and the Due Process Clause(s) of the Iowa and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent

to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, which is **ninety (90) days after the date of this Order**.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class within **seven (7) days after the Opt-Out Date**.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a

member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator by the Objection Date, which is **ninety (90) days after the date of this Order**.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if the Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as

well as serve on Settlement Class Counsel and Defendant's Counsel) by the Objection Date. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan.** Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section 2 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form.

If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and

issuance of the Final Order and Judgment, or until further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Deadline: 30 Days after Preliminary Approval

Motion for Final Approval: 14 Days before Final Approval Hearing

Motion for Service Award, Attorneys' Fees and Costs: 14 Days before the deadline for Settlement Class Members to Object to or Opt-Out of the Settlement

Opt-Out Deadline: 90 Days after Preliminary Approval

Objection Deadline: 90 Days after Preliminary Approval

Claim Deadline: 90 Days after Preliminary Approval

Final Approval Hearing: Not less than 135 Days after Preliminary Approval. The Court hereby sets the Final Approval Hearing for _____, 2026.

IT IS SO ORDERED this ____ day of _____, 2025.

Hon.
District Judge