

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Lamoille Health Partners, Inc. (“Defendant” or “LHP”), and (ii) Patricia Marshall (“Plaintiff”) both individually and on behalf of the Settlement Class, in the case of *Patricia Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166-wks, United States District Court for the District of Vermont, which is currently on appeal to the United States Court of Appeals for the Second Circuit (the “Litigation”). Defendant and Plaintiff are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiff filed a Class Action Complaint (the “Complaint”) against LHP on September 1, 2022, in the United States District Court for the District of Vermont. Plaintiff, individually and on behalf of other members of the Settlement Class, asserted claims for (i) negligence; (ii) unjust enrichment; (iii) breach of fiduciary duty; and (iv) breach of implied contract. The Complaint also sought injunctive relief, declaratory relief, monetary damages, and all other relief as authorized in equity or by law. Defendant denies all claims, allegations of wrongdoing, and denies all liability.

2. The Complaint alleged that in August 2022, LHP experienced a data security incident in which unauthorized third parties gained access to LHP’s computer networks. Following discovery of this data security incident, LHP began investigating the scope and cause of the incident and determined that files containing Plaintiff’s and Settlement Class Members’ personally identifiable information (“PII”) and protected health information (“PHI”) including names, addresses, dates of birth, Social Security numbers, patient identification numbers, account numbers, financial information, health insurance information, medical information, and other health information, may have been compromised. LHP began the process of notifying the individuals who may have been impacted by this data security incident on August 10, 2022.

3. On February 2, 2023, LHP filed a motion to dismiss Plaintiff’s Complaint. Plaintiff filed her opposition on March 3, 2023 and LHP filed its reply brief on March 17, 2023. The Court issued an Opinion and Order denying LHP’s motion to dismiss on April 13, 2023. LHP then filed a notice of appeal on May 5, 2023, resulting in the United States Court of Appeals for the Second Circuit opening case 23-800. LHP filed its appellant brief on August 24, 2023. Before Plaintiff filed her responsive brief, the Parties filed a Joint Notice of Settlement on November 6, 2023. The Second Circuit Court of Appeals issued an order holding the appeal in abeyance pending approval of the Parties’ proposed settlement.

4. The Parties conducted arm’s-length negotiations over the course of several months. The Parties negotiations took place during the course of the District Court litigation and the appellate litigation. Following the extensive arms-length negotiations in this case, the Parties reached a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated in any way with the Litigation, including all claims Plaintiff and Settlement Class Members have, had, or may have against LHP and persons and entities related to the Data Security Incident, as set forth herein.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. LHP denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have or could have asserted in this Litigation or may assert in the future. Despite LHP's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, LHP desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

10. "Approved Claims" shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

11. “**CAFA Notice**” shall mean a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* (“CAFA”), to be served upon the appropriate State official in each State where a Settlement Class Member resides and the appropriate federal official.

12. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

13. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Commencement Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

14. “**Class Counsel**” shall mean Terence R. Coates and Justin C. Walker of Markovits, Stock & DeMarco, LLC and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

15. “**Counsel**” or “**Parties’ Counsel**” shall mean both Class Counsel and Defendant’s Counsel, collectively.

16. “**Court**” shall mean United States District Court for the District of Vermont, Judge William K. Sessions, III., presiding.

17. “**Data Security Incident**” shall refer to the alleged August 2022 incident in which unauthorized third parties gained access to LHP’s computer network.

18. “**Defendant**” shall mean Lamoille Health Partners, Inc.

19. “**Defendant’s Counsel**” shall mean John C. Cleary, Mark A. Olthoff, Catherine A. Green, and Shundra C. Manning of Polsinelli PC and Pietro J. Lynn of Lynn, Lynn, Blackman & Manitsky, P.C.

20. “**Effective Date**” shall mean the date when the Settlement Agreement becomes final, which is the later of the date upon which the time for seeking appellate review of the Final Approval Order expires; or, if any appeal is filed, the date of receipt of an order by the highest appealable court affirming the Final Approval Order or dismissal of any appeal with prejudice by the highest appealable court.

21. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and litigation expenses.

22. “**Fee Award and Expenses**” shall mean the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

23. “**Final Approval Hearing**” shall mean the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement and approving the Fee Award and Expenses.

24. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

25. “**Frequently Asked Questions**” or “**FAQs**” shall mean the questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement.

26. “**Litigation**” shall mean the action captioned *Patricia Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166-wks (D. Vt.) and any appeal thereof.

27. “**Long Form Notice**” shall mean the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement, the content of which will be substantially in the form attached as **Exhibit C**.

28. “**Notice**” shall mean the direct notice of this proposed Settlement, which is to be provided to Settlement Class Members substantially in the manner set forth in this Settlement Agreement and **Exhibits B and C**, and is consistent with the requirements of Due Process. The Notice Commencement Deadline in this case will be 30 days after the Court enters the Preliminary Approval Order.

29. “**Notice Commencement Deadline**” shall mean the last day by which the Settlement Administrator must commence Notice to the Settlement Class Members, and will occur thirty (30) days after the Court enters the Preliminary Approval Order.

30. “**Notice and Administrative Expenses**” shall mean all of the expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement

Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement. Notice and Administrative Expenses shall be paid exclusively through and using the Settlement Fund.

31. “**Objection Deadline**” shall mean the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date sixty (60) days after the Notice Commencement Deadline, or such other date as ordered by the Court.

32. “**Opt-Out Deadline**” shall mean the last day on which a Settlement Class Member may postmark a request to be excluded from the Settlement Class to the Settlement Administrator, which shall be designated as a date sixty (60) days after the Notice Commencement Deadline. Settlement Class Members’ opt-out requests may also be referred to herein as a Request for Exclusion.

33. “**Out-of-Pocket Losses**” shall mean out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable documentation. “Out-of-Pocket Losses” include things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance different than the services and benefits offered by Defendant, that are fairly traceable to the Data Security Incident and such expenses have not already been reimbursed by a third party.

34. “**Participating Settlement Class Member**” shall mean a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

35. “**Parties**” shall mean Plaintiff and Defendant, collectively.

36. “**Plaintiff**” or “**Class Representative**” shall mean the named class representative Patricia Marshall.

37. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D**.

38. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

39. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

40. “**Releasers**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and to anyone claiming by, through, or on behalf of them.

41. “**Remainder Funds**” shall mean any funds that remain in the Settlement Fund after all deductions from the Settlement Fund for Settlement Payments to Settlement Class Members. Often in class actions settlements, some number of class members submitting valid claims and who are then issued a settlement check fail to cash and/or deposit their settlement payments. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipient(s) of the *cy pres* distribution.

42. “**Service Award**” shall mean the payment to the Class Representative in the amount of \$3,500 for her service to the Class, subject to Court approval. Any Service Award will be in addition to any other Settlement Payment the Class Representative may receive and will be paid from the Settlement Fund.

43. “**Settlement Administrator**” shall mean the notice and settlement 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.

44. “**Settlement Class**” shall mean the individuals whose personal information may have been impacted during the Data Security Incident, including those individuals who received a letter from LHP notifying them of the Data Security Incident. Excluded from the Settlement Class are: (1) the judge presiding over this Action, and members of the presiding judge’s direct family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. The Settlement Class consists of approximately 59,381 individuals.

45. “**Settlement Class List**” shall mean a list of each Settlement Class Member’s full name and, to the extent such information is within Defendant’s possession, current or last known address, and email address.

46. “**Settlement Class Member**” shall mean an individual who falls within the definition of the Settlement Class.

47. “**Settlement Fund**” shall mean the fund formed from the payment made by, or on behalf of, Defendant of five hundred and forty thousand dollars (\$540,000.00). Any interest accrued thereon after payment to the Settlement Administrator will remain the property of the Settlement Fund. The \$540,000.00 payment to the Settlement Fund shall be the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

48. “**Settlement Payment**” shall mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

49. “**Settlement Website**” shall mean the website established and administered by the Settlement Administrator, which shall contain information about the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, a copy of the Complaint, Preliminary Approval Order, Long Form Notice, Short Form Notice, FAQs, and Claim Form, the deadlines for filing a claim, objection, or exclusion request; and the date of the Final Approval Hearing. The Claim Form may also be submitted online through the Settlement Website.

50. “**Short Form Notice**” is the postcard notice that will be mailed to Settlement Class Members, the content of which will be substantially in the form attached as **Exhibit B**.

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

52. “**Unknown Claims**” means any of the Released Claims that Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States 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.

Releasing Parties may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims including Unknown Claims.

III. SETTLEMENT FUND

53. Establishment of Settlement Fund. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within two (2) days of the entry of the Effective Date. Defendant shall deposit the balance of the Settlement Fund with the Settlement Administrator within five (5) days of the Effective Date.

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

55. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 77-78.

56. Use of the Settlement Fund. As further described in this Settlement Agreement and in **Exhibit B**, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) Settlement Payments to satisfy Approved Claims of Settlement Class Members; (2) Notice and Administrative Expenses; (3) Fee Award and Expenses and Service Award as awarded by the Court; and (4) transfer of Remainder Funds to the extent any exist following the preceding administration of payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Settlement Agreement or approved by the Court. Responsibility for effectuating the payments described in this Paragraph shall rest solely with the Settlement Administrator, and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

57. Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no

representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

58. No later than 90 days following the Effective Date, the Settlement Administrator will make Settlement Payments for Approved Claims from the Settlement Fund to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by the Settlement Administrator, and Settlement Class Members will have the opportunity to seek review by the Parties' counsel, if they dispute the Settlement Administrator's initial determination.

- i. **\$50 Cash Compensation (Pro Rata Cash Payment)**: After the distribution of attorneys' fees, Class Counsel's Litigation Expenses, Administrative Fees, Compensation for Out-of-Pocket Losses, and Service Award, the Settlement Administrator will make pro rata settlement payments of any remaining funds to each Settlement Class Member who submits a claim. This estimated \$50 cash payment may increase or decrease on a pro rata basis, depending upon the number of claims approved;
- ii. **Compensation for Out-of-Pocket Losses**: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per Settlement Class Member, upon submission of a Claim Form and supporting documentation, for Out-of-Pocket Losses incurred as a result of the Data Security Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and/or miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation of the costs incurred, but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

59. Claim Validation, Cure, and Deficiency Process. After the Settlement Administrator reviews all Claim Forms submitted under this Settlement, it will send a summary to

the Parties' Counsel identifying the number of valid claims and invalid claims. For the invalid claims, Settlement Class Members submitting such claims will be sent a deficiency notice and be given 21 days to cure any deficiencies in those Settlement Class Members' claims. The cost of the deficiency process is included in the Notice and Administrative Expenses. After all claims have been fully processed, including reviewing all claims that have been cured through the deficiency process, the Settlement Administrator will send a list of all valid claims to the Parties' Counsel.

60. Settlement Administration Fees: The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties agree to review competitive bids for the settlement administration fees and notice, all in order to contain the administration costs while still providing effective notice to the Settlement Class. Notice and Administrative Expenses shall be paid through the Settlement Fund and will not be paid beyond the amount of the Settlement Fund.

61. Defendant will reasonably cooperate on establishing the appropriateness of the settlement terms as contemplated under Fed. R. Civ. P. 23, including, but not limited to, providing a full class list that identifies each class member's name and, if within Defendant's possession, mailing address and email address, the confidentiality of such list to be governed by the Preliminary Approval Order or such other Court Order as the Parties deem necessary and appropriate.

62. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement and is made by Defendant (or on behalf of Defendant) in exchange for, and contingent on, a full, fair, and complete release of all Released Parties from Released Claims and dismissal of the Litigation with prejudice. Defendant's contribution to the Settlement Fund shall be fixed under this Settlement Agreement and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

63. Once a Settlement Administrator is mutually agreed to by the Parties and after the Settlement is preliminarily approved by the Court, the Settlement Administrator will provide Notice in a manner mutually agreed upon by the Parties, and which may consist of some hybrid form of email and direct mail.

64. After the Court enters an order approving the final Settlement Agreement, and no later than 90 days after the Effective Date, the Settlement Administrator shall provide the appropriate Settlement Payment to all Settlement Class Members that made a valid timely claim, subject to the procedure set forth herein.

65. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (2) the management, investment or distribution of the Settlement Fund; (3) the formulation, design or terms of the disbursement of the Settlement Fund; (4) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (5) any

losses suffered by or fluctuations in the value of the Settlement Fund; or (6) the payment or withholding of any Taxes and Tax-Related Expenses.

66. Within ten (10) business days following the filing of the motion for preliminary approval of class action settlement, the Settlement Administrator, on behalf of the Defendant, shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. All expenses incurred in connection with the preparation and service of the CAFA Notice shall be payable from the Settlement Fund.

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

67. Notice. Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator, the confidentiality of such list to be governed by the Preliminary Approval Order or such other Court Order as the Parties deem necessary and appropriate. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to Settlement Class Members' mailing addresses. Notice shall be published on the Settlement Website. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

68. Final Approval Hearing. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 70 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

69. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

70. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include (1) the name of the proceeding; (2) the Settlement Class Member's full name, current mailing address, and telephone number; (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (4) the identity of any attorneys representing the objector; (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (6) a statement identifying all class action settlements objected to by the Settlement Class

Member in the previous five (5) years; and (7) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

71. Settlement Website Deactivation. The Settlement Website will remain active until 150 days after the Effective Date, at which time the Settlement Administrator shall deactivate the Settlement Website.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

72. Certification of the Settlement Class. For purposes of this Settlement only, Defendant agrees not to object to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

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

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

75. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by Parties' Counsel. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

76. Modification. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Preliminary Approval Order the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

77. Settlement Not Approved. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

78. Termination. Defendant may also unilaterally terminate this Settlement Agreement on seven (7) days written notice to Class Counsel if more than the agreed-upon number of individuals (more than six hundred (600) Settlement Class Members) submit valid Requests for Exclusion.

79. Effect of Termination. In the event of a termination as provided in Paragraphs 77 and 78, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than the court approval of this Settlement Agreement. This Settlement Agreement (and related documents) and any orders preliminarily or finally approving the certification of any class contemplated by the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (1) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (2) in the event of such a termination, all of the Parties' respective pre-Settlement Agreement claims and defenses will be preserved.

VIII. RELEASES

80. Released Parties and Released Claims. Upon Final Approval of this Settlement Agreement, Settlement Class Members, individually and on behalf of their agents, heirs, executors, administrators, representatives, successors, assigns, and anyone who claims or may claim by and/or through any of the foregoing, release, acquit, and forever discharge Defendant and its past and present agents, subsidiaries, parents, affiliates, and clients ("Releasers"), and each of their respective past and present employees, officers, directors, shareholders, partners, members, managers, owners, principals, heirs, executors, predecessors, successors, assigns, advisors, consultants, vendors, contractors, attorneys, representatives, insurers (including excess insurers and reinsurers), and/or sureties ("Released Parties") from any claims, demands, actions, causes of action, or any other right to seek damages, liability, costs, or relief of any kind, whether statutory or at common law, that each Releaser has, had, or may ever have, now or in the future, known or

unknown, arising out of or in any way related to the Data Security Incident, whether or not those claims, demands, actions, causes of action, or rights have been pleaded or otherwise asserted in the Litigation or elsewhere, including any and all damages, losses, or consequences thereof (“Released Claims”).

81. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

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

83. Bar to Future Suits. Upon entry of the Final Approval Order, the Settlement Class Representative and all other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or other Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this section.

IX. ATTORNEYS’ FEES, COSTS, AND EXPENSES

84. Attorneys’ Fees, Costs, and Expenses. Within forty-six (46) days after the Notice Commencement Deadline, Class Counsel will move the Court for an award of attorneys’ fees to be paid from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund for fees (\$179,982.00), litigation expenses not to exceed \$25,000.00, and a Class Representative Service Award of \$3,500 to the Class Representative. Any award of attorneys’ fees, litigation expenses, and a Service Award shall be paid exclusively out of the Settlement Fund. Before the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement to the IOLTA trust account of Markovits, Stock & DeMarco, LLC (“MSD”), MSD shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

X. NO ADMISSION OF LIABILITY

85. No Admission of Liability. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the

truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

86. No Use of Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of it: (1) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or on behalf of the class; or (2) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XI. MISCELLANEOUS

87. Appellate Proceedings. Within five (5) days following the Effective Date, the Parties agree to jointly move the United States Court of Appeals for the Second Circuit for the dismissal, with prejudice, of any pending appellate proceedings related to the Litigation, including but not limited to Appellate Case No. 23-800.

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

89. Entire Agreement. This Settlement Agreement, including all exhibits hereto, shall constitute the entire agreement between the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

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

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

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

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

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

95. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

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

David K. Lietz
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015-2052

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

John C. Cleary
POLSINELLI PC
600 Third Avenue, 42nd Floor
New York, New York 10016
john.cleary@polsinelli.com

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

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

By: David K. Lietz
David K. Lietz
Milberg Coleman Bryson Phillips Grossman, PLLC

Date: 2/8/2024

Counsel for Plaintiff and the Settlement Class

By: John C. Cleary
John C. Cleary
Polsinelli PC

Date: FEB. 9, 2024

Counsel for Defendant

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
LHP provides Settlement Class List to the Settlement Administrator	+10 days after Preliminary Approval
Notice Commencement Deadline	+30 days after Preliminary Approval Order
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+46 days after Notice Commencement Deadline
Objection Deadline	+60 days after Notice Commencement Deadline
Opt-Out Deadline	+60 days after Notice Commencement Deadline
Settlement Administrator Provides List of Objections/Exclusions to the Court and All Counsel	+70 days after Notice Commencement Deadline
Claims Deadline	+90 days after Notice Commencement Deadline
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties' Challenge to Any Claims	+35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	
Motion for Final Approval	+210 days after Preliminary Approval Order (at minimum)
Settlement Administrator Provides to Court Notice of Opt-Outs and/or Objections	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Effective Date	+30 days after Final Approval Order or 30 days from when any appeal is finalized, and a final judgment is affirmed
Defendant Payment of Settlement Fund amount to Settlement Administrator	+5 Days after Effective Date
Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel and Class Representative Service Award	+7 days after Effective Date
Settlement Administrator mails Settlement Payments	+90 days after Effective Date
Settlement Website Deactivation	+150 days after Effective Date

EXHIBIT A

CLAIM FORM

Patricia Marshall v. Lamoille Health Partners, Inc.

Case No. 2:22-cv-00166-wks

United States District Court, District of Vermont

SUBMIT BY _____, 2024

ONLINE AT WWW. _____

OR MAIL TO:

Analytics

ADDRESS

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if you received a notice of data security incident letter stating your personal information was potentially compromised through the Lamoille Health Partners, Inc. (“LHP”) August 2022 Data Security Incident (“Settlement Class”).

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than Month Day, 2024.**

Monetary Compensation

Cash Payment: Would you like to receive a cash payment under the Settlement? **(circle one)**

Yes

No

** The Parties estimate that payments under this option will be \$50. However, the value of payments under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

Out-of-Pocket Losses (if any): I am submitting a claim for either ordinary or extraordinary monetary losses in the amount of \$_____ on account of out-of-pocket expenses and/or extraordinary losses I incurred as a result of the Data Security Incident. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my claim. This can include receipts or other documentation that I have not “self-prepared.” I understand that “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. I understand the settlement administrator may contact me for additional information before processing my claim. If I do not have information supporting my claim for ordinary or extraordinary expenses, I likely will not receive compensation for this settlement benefit. **I understand that any monetary compensation I may receive under the settlement is capped at \$5,000.00 for out-of-pocket expenses.**

Please provide copies of any receipts, bank statements, reports, or other documentation supporting your claim. This can include receipts or other documentation not “self-prepared” by you. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You may mark out (also known as redact) any information that is not relevant to supporting your claim before sending in the documentation. The settlement administrator may contact you for additional information before processing your claim.

Description of the unreimbursed, out-of-pocket loss or expenses incurred, and the documents attached to support this claim:

Please sign below indicating that you are submitting this Claim for Out-of-Pocket Losses and your representations of these losses are true and correct to the best of your knowledge and belief, and are being made under penalty of perjury.

Signature _____

Date _____

Claimant Information

Full Name of Class Member

Unique Identifier

(Can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator.)

Street/P.O. Box

City

State

Zip Code

Phone Number

Email Address

Signature

EXHIBIT B

Marshall v. Lamoille Health Partners, Inc.
Analytics
c/o Settlement Administrator
PO Box XXXX

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

**NOTICE OF CLASS ACTION
SETTLEMENT**

**If you received a notice of data
security incident letter from
Lamoille Health Partners, Inc., you
are entitled to submit a claim for
monetary compensation under a
class action settlement.**

www.

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

WHO IS A CLASS MEMBER?

In the lawsuit *Patricia Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166 (D. Vt.), you are a class member if you were subject to, and previously received a Notice Letter notifying you of, the Data Security Incident that Lamoille Health Partners, Inc. ("LHP") discovered in August 2022 (the "Settlement Class").

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, LHP has agreed to pay \$540,000.00 into a Qualified Settlement Fund. All Class Members may submit claims to receive Pro Rata Cash Payments estimated to be approximately \$50. In addition to these cash payments, Class Members who believe they suffered out-of-pocket losses as a result of the Security Incident may claim up to \$5,000 for the reimbursement of sufficiently documented expenses. Claims for the estimated \$50 cash payment option will be pro rata adjusted up or down based on the remaining balance of the Settlement Fund after payments for valid Out-of-Pocket Loss Claims, settlement administration costs and expenses, attorneys' fees and expenses, and any class representative service awards. LHP has also agreed to implement or continue a series of cybersecurity enhancements to limit the likelihood of a future cyberattack.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www.LHPdatasettlement.com ("Settlement Website"). Your Claim Form must be postmarked or submitted online no later than [redacted], 2024.

Opt Out. You may exclude yourself from the settlement and retain your ability to sue LHP on your own by mailing a written request for exclusion to the Settlement Administrator that is post marked no later than [redacted], 2024. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the released claims.

Object. If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than [redacted], 2024, and provide the reasons for the objection. Please visit the Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment

and will lose the right to sue regarding the released claims. You will be bound by the Court's decision because this is a conditionally certified class action.

The Court will hold a **Final Approval Hearing** on [redacted], 2024 at [time]. All persons who timely object to the settlement by [redacted], 2024 may appear at the Final Approval Hearing. You may retain your own attorney to represent you at the Final Approval Hearing, but you are not required to do so.

Who are the Class Representatives? Patricia Marshall is the Plaintiff and Class Representative in this lawsuit. She has remained engaged in representing the Class's interests during this litigation and reviewed and approved the terms of the proposed Settlement. There are approximately 59,381 Class Members whose personal and health information may have been impacted in LHP's August 2022 Data Security Incident.

Who are the attorneys for the Plaintiffs and the proposed Class? Class Counsel is Terence R. Coates and Justin C. Walker of Markovits, Stock & DeMarco, LLC and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

Do I have any obligation to pay attorneys' fees or expenses? No. The attorneys' fees and expenses will be paid exclusively from the Settlement Fund as awarded

1/3 of the \$540,000 Settlement Fund (i.e. no more than \$179,982.00) and the expenses will not exceed \$25,000. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed with the Court.

When is the Final Approval Hearing? The final approval hearing, where the Court will determine if the settlement is fair, reasonable, and adequate, will be conducted on [redacted], 2024 at [time].

Who is the Judge overseeing this settlement? Judge William K. Sessions, III, United States District Judge, District of Vermont.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? [www. \[redacted\]](http://www. [redacted])

This Notice is a summary of the proposed settlement.

*Marshall v. Lamoille Health
Partners, Inc.*
c/o Settlement Administrator
PO Box XXXX
(city, state, zip code)

< < B a r c o d e > > Class
Member ID: <<Refnum>>

CLAIM FORM

Claims must be postmarked no later than [REDACTED], 2024 You may also submit a Claim Form online no later than [REDACTED], 2024.

NAME: _____

EMAIL: _____

ADDRESS: _____

Monetary Compensation (You may claim one or both settlement benefits)

1. **Pro Rata Cash Payment:** Would you like to receive a cash payment under the Settlement? (circle one) Yes No
If you are a Settlement Class Member, you may receive an estimated \$50 cash payment, which may be increased or decreased *pro rata* from funds remaining in the Qualified Settlement Fund after all claims are submitted.
2. **Verified Out-of-Pocket Losses:** If you wish to submit a claim for compensation for Out-of-Pocket losses (not more than \$5,000.00) incurred as a result of the Data Incident, you will need to submit your claim online or by U.S. Mail so you may attach all information necessary to support your request for payment for such out-of-pocket losses. If you wish to receive just the Pro Rata Cash Payment, the attached tear off claim form should suffice. A longer version of the Claim Form may be accessed on the Settlement Website.

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge.

(signature)

EXHIBIT C

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, DISTRICT OF**

Patricia Marshall v. Lamoille Health Partners, Inc., Case No. 2:22-cv-00166-wks
A court has authorized this notice. This is not a solicitation from a lawyer.

**If You Were Subject to the Lamoille Health Partners, Inc. Data Security Incident and
Previously Received a Notice Letter Notifying You of the Data Security Incident,
You Could be Eligible for a Payment from a Class Action Settlement**

- You may be eligible to receive a payment from a proposed \$540,000 non-reversionary class action settlement (the “Qualified Settlement Fund”).
- The class action lawsuit concerns a data security incident that occurred in August 2022 (the “Security Incident”) involving Lamoille Health Partners, Inc. (“Defendant” or “LHP”) in which it was determined that an unauthorized third party may have gained access to certain LHP files containing personally identifiable information (“PII”) and protected health information (“PHI”) including names, addresses, dates of birth, Social Security numbers, patient identification numbers, account numbers, financial information, health insurance information, medical information, and other health information, may have been compromised.
- LHP denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a Notice of Data Security Incident letter of the LHP Data Security Incident that occurred in August 2022.
- Eligible claimants under the Settlement Agreement will be eligible to receive one and/or two of the following Settlement benefits:
 - ❖ **Out-of-Pocket Losses: Reimbursement for the actual amount of unreimbursed out-of-pocket losses or expenses up to \$5,000, with supporting documentation of the monetary losses or expenses;**
 - ❖ **Pro Rata Cash Payment: Estimated \$50 cash payment from the Qualified Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Qualified Settlement Fund after allocation of the Qualified Settlement Fund for reimbursement of documented Out-of-Pocket Losses, Service Awards, attorneys’ fees and expenses, and Notice and Administrative Expenses.**
- For more information or to submit a claim visit [www. \[REDACTED\]](http://www. [REDACTED]) or call 1-###-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before [REDACTED], 2024
Exclude Yourself By	Receive no payment. This is the	Submitted or Postmarked on

Opting Out of the Class	only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	or Before [REDACTED], 2024
Object to the Settlement and/or Attend the Final Approval Hearing	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on [REDACTED], 2024 about the fairness of the Settlement, with or without your own attorney.	Received on or Before [REDACTED], 2024
Do Nothing	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information 2

Who is in the Settlement 3

The Settlement Benefits—What You Get if You Qualify 4

How do You Submit a Claim 5

What Does Defendant Get 5

Excluding Yourself from the Settlement 5

Objecting to the Settlement 6

The Lawyers Representing You 7

The Court’s Final Approval Hearing 7

If You Do Nothing 8

Getting More Information 8

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This

notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

United States District Court Judge William K. Sessions, III, of the District of Vermont is overseeing this case captioned *Patricia Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166 (D. Vt.). The person who brought the lawsuit is called the Plaintiff. The Plaintiff is Patricia Marshall. The entity being sued, LHP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Security Incident and asserts claims such as negligence, unjust enrichment, breach of fiduciary duty, and breach of the implied contract.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Private Information was accessed or potentially accessed in connection with the Data Security Incident, including if you were mailed a notification by or on behalf of LHP regarding the Data Security Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the judge presiding over the class action lawsuit and the judge’s direct family members; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid request to be excluded from the Settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

LHP Administrators
Settlement Administrator
address
address
www.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$540,000: (a) up to \$5,000 for reimbursement of your documented Out-of-Pocket Losses reasonably traceable to the Security Incident; and (b) an estimated pro rata \$50 payment, subject to adjustment as set forth below.

The estimated \$50 pro rata payment will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation expenses, Notice and Administrative Expenses, and other Settlement benefits to claimants. The other Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$540,000 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis until the Qualified Settlement Fund is distributed. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Qualified Settlement Fund.

Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the Settlement?

Settlement Class Members who submit a claim are eligible to receive one or both of the following:

- a) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Security Incident (up to \$5,000 in total), such as the following incurred on or after August 1, 2022:
 - any costs incurred from credit monitoring services or ordering copies of your credit report;
 - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
 - late fees from transactions with third parties that were delayed due to fraud or card replacement;
 - unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
 - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
 - costs incurred obtaining credit freezes; and

- other expenses that are reasonably attributable to the Security Incident that were not reimbursed.
- b) A potential *pro-rata* cash payment of the remainder funds, which is estimated to be \$50 but may adjusted upward or downward pro rata based on how many other claims are made.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at [www.](#) or by calling [1-###-###-####](#). Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off claim form that will be mailed to Settlement Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator, Analytics, will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on , 2024 at .m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Security Incident. This release is described in the Settlement Agreement, which is available at [www.](#). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but

you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Patricia Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166-wks (D. Vt.). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by _____, 2024, to:

LHP Settlement Administrator
Attn: Exclusion Request
address
address

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with the Clerk of the Court on or before the Objection Deadline: [Month, Date], 2024. The address for the Clerk of Court is U.S. District Court Clerk's Office, 11 Elmwood Avenue, Room _____, Burlington, Vermont 05401.

Your objection must be written and must include all of the following: (i) the objector's full name, address, telephone number, and email 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 or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; 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.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC as Class Counsel to represent the Class. Mr. Coates may be contacted at 119 E. Court Street, Suite 530, Cincinnati, OH 45202; Email: msd@msdlegal.com.

The Court also appointed Justin C. Walker, Markovits Stock & DeMarco, LLC; Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Additional Class Counsel. If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to one-third of the Qualified Settlement Fund (\$179,982.00), plus reasonable litigation expenses not to exceed \$25,000.00, as well as service awards of \$3,500.00 for the Class Representative. Defendant has not agreed to any award of attorneys' fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel and service awards will be made out of the Qualified Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and expenses for Class Counsel and any Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than [REDACTED], 2024 and their application for attorneys' fees, costs, and expenses will be filed no later than [REDACTED], 2024 and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [REDACTED] m. on [REDACTED], 2024, at the U.S. District Court, 11 Elmwood Avenue, Burlington, Vermont 0540, Courtroom [REDACTED] or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees,

reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking www. or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with the Clerk of the Court no later than www., 2024. See No. 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Security Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the District of Vermont. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT**

Patricia Marshall,	:	Case No: 2:22-CV-00166-WKS
	:	
Plaintiffs,	:	
	:	Judge William K. Sessions, III
vs.	:	
	:	
Lamoille Health Partners, Inc.,	:	<u>[PROPOSED] ORDER GRANTING</u>
	:	<u>PRELIMINARY APPROVAL OF</u>
Defendant.	:	<u>CLASS ACTION SETTLEMENT</u>
	:	

Before this Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiff and Defendant Lamoille Health Partners, Inc (“Defendant” or “LHP”). After reviewing Plaintiff’s unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiff Patricia Marshall as the Class Representative, the appointment of Class Counsel for Plaintiff and the Class, the approval of Analytics as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Class:

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

The individuals whose personal information may have been impacted during the Data Security Incident, including those individuals who received a letter from LHP notifying them of the Data Security Incident.

3. Based on the information provided: the Class is ascertainable; it consists of roughly 59,381 Settlement Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Security Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiff Patricia Marshall as the Class Representative.

5. The Court appoints Terence R. Coates and Justin C. Walker of Markovits, Stock & DeMarco, LLC and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel.

6. The Court appoints Analytics as the Settlement Administrator. LHP shall disclose the necessary PHI and PII to the Settlement Administrator for purposes of the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement only. The Settlement Administrator shall maintain any PII or PHI obtained from LHP securely and confidentially and shall use such information solely for purposes of effecting class notice and claims administration under the Settlement Agreement. Other than such

disclosures to Settlement Class Counsel as are expressly authorized by the Settlement Agreement, the Settlement Administrator shall not disclose any PII or PHI to any persons or entities not also bound to the confidentiality provisions of the Settlement Administrator's engagement letter and the Settlement Administrator's Business Associate Agreement with LHP without an additional court order to do so, such disclosures, if any, to be made solely as needed to perform the obligations required under the Settlement Agreement. Such authorized disclosures to Settlement Class Counsel are approved by the Court, provided Settlement Class Counsel shall maintain such information securely and confidentially and shall use such information solely for purposes of complying with the Settlement Agreement. Once the Settlement Administrator's class distributions and settlement administrative duties are complete, the Settlement Administrator shall, upon ten (10) days' notice to all counsel of record, securely destroy all PII or PHI obtained from LHP and all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of such information.

7. A Final Approval Hearing shall be held before the Court on ___[date]_____, 2024 at ___[time]_____ for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement, including conditionally certifying the proposed Class for settlement purposes only;
- c. To determine whether the notice plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;

- e. To determine whether the requested Class Representative Service Award of \$3,500.00 to the Class Representative, and Class Counsel’s combined attorneys’ fees of up to one third (1/3) of the Qualified Settlement Fund (\$179,982.00), and reasonable litigation expenses not to exceed \$25,000.00 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notices (including the Short Form Notice). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
LHP provides Settlement Class List to the Settlement Administrator	+10 days after Preliminary Approval
Notice Commencement Deadline	+30 days after Preliminary Approval Order
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+46 days after Notice Commencement Deadline

Objection Deadline	+60 days after Notice Commencement Deadline
Opt-Out Deadline	+60 days after Notice Commencement Deadline
Settlement Administrator Provides List of Objections/Exclusions to the Court and All Counsel	+70 days after Notice Commencement Deadline
Claims Deadline	+90 days after Notice Commencement Deadline
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties' Challenge to Any Claims	+35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	_____, 2024 (minimum of 210 days after Preliminary Approval Order)
Motion for Final Approval	-14 days before Final Approval Hearing Date
Settlement Administrator Provides to Court Notice of Opt-Outs and/or Objections	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Effective Date	+30 days after Final Approval Order or 30 days from when any appeal is finalized, and a final judgment is affirmed
Defendant Payment of Settlement Fund amount to Settlement Administrator	+5 Days after Effective Date
Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel and Class Representative Service Award	+7 days after Effective Date
Settlement Administrator mails Settlement Payments	+90 days after Effective Date
Settlement Website Deactivation	+150 days after Effective Date

10. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Date. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this Agreement) to Analytics. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Analytics, or Class Counsel. Settlement Class Members who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Settlement Class Members may submit an objection to the proposed Settlement under Federal Rule of Civil Procedure 23(e)(5). For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Date and include each and all of the following:

- (i) the name of the proceeding;
- (ii) the Settlement Class Member’s full name, current mailing address, and telephone number;
- (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (iv) the identity of any attorneys representing the objector;
- (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and
- (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

Any Objection failing to include the requirements expressed above will be deemed to be invalid. Furthermore, any Settlement Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to LHP in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against LHP.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members, and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Class.

IT IS SO ORDERED.

Honorable William K. Sessions, III
United States District Judge
For the District of Vermont