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EXHIBIT 1

EXECUTION VERSION

This Settlement Agreement, dated as of July 31, 2023, is made and entered into by and among the following Settling Parties (defined below): (i) Karen Alexander and Jared Gabelman (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through their counsel of record Mason LLP and Shub & Johns LLC (“Proposed Co-lead Class Counsel”) and the Law Office of Rick D. Bailey, Esq. (“Proposed Additional Class Counsel” and, with Proposed Co-lead Class Counsel, “Class Counsel”), on the one hand; and (ii) Salud Family Health, Inc. (“Salud”), by and through its counsel of record, Greenberg Traurig, LLP (“Salud’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, in September 2022, Salud became aware of a Security Incident (defined below) in certain computer systems. Salud’s investigation found that there was an unauthorized access to the affected systems by a malicious third party who had targeted Salud. Certain personal information belonging Salud’s patients and employees may have may have been accessed in the Security Incident, including names, Social Security numbers, driver’s license numbers, Colorado identification card numbers, financial account information, credit card numbers, passport numbers, medical treatment and diagnosis information, health insurance information, biometric data, and usernames and passwords.

WHEREAS, after Salud learned of the Security Incident, notification was sent to individuals notifying them that their personally identifiable information (PII, defined below) may have been impacted by the Security Incident.

WHEREAS, two lawsuits were filed concerning the Security Incident: one by Alexander, captioned *Karen Alexander, Individually and On Behalf of her Minor Children, and All Others Similarly Situated v. Salud Family Health, Inc.*, pending in Weld County, Colorado (“*Alexander*”), which was subsequently removed to the United States District Court for the District of Colorado, Civ. Act. No. 1:23-cv-00037; and the other by Gabelman, captioned *Jared Gabelman, individually, as natural parent and next friend of D.G., a minor, and on behalf of all others similarly situated v. Salud Family Health, Inc.*, Civ. Act. No. 1:23-cv-00242, pending in the United States District Court for the District of Colorado (“*Gabelman*”). In *Alexander*, the complaint asserts claims for (i) negligence, (ii) negligence per se, (iii) breach of implied contract, (iv) breach of fiduciary duty, (v) intrusion upon seclusion/invasion of privacy, (vi) unjust enrichment, (vii) declaratory judgment, and (viii) violation of the Colorado Consumer Protection Act (“Colorado CPA”). In *Gabelman*, the complaint asserts claims for (i) negligence, (ii) negligence per se, (iii) breach of fiduciary duty, (iv) breach of implied contract, (v) unjust enrichment, and (vi) violation of the Colorado CPA. These actions were subsequently (or immediately will be) voluntarily dismissed and refiled as a single action in the District Court of Weld County, Colorado, captioned *Karen Alexander and Jared Gabelman, individually and on behalf of all others similarly situated v. Salud Family Health, Inc.*

WHEREAS, Salud denies each and all of the claims and contentions alleged against it in the civil actions filed, any and all liability or wrongdoing of any kind, denies all charges of wrongdoing

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or liability as alleged, or which could be alleged, in the Litigation.

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

WHEREAS, on June 26, 2023, the Settling Parties engaged in an arm's-length, remote, full-day mediation session under the direction of the Honorable Wayne Andersen (Ret.) and reached an agreement in principle to resolve the Litigation, as outlined herein;

WHEREAS, Salud provided Proposed Co-lead Class Counsel with certain additional factual information, including a witness interview, to aid in the mediation;

WHEREAS, Salud denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Salud with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Salud has asserted or would assert, or the requirements of Federal Rule of Civil Procedure 23 or Colorado Rule of Civil Procedure 23 and whether the Representative Plaintiffs satisfy those requirements.

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

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

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

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1. Definitions

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

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

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

1.3 “Claims Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”) a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.

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

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

1.7 “Court” means the District Court for Weld County, Colorado.

1.8 “Security Incident” means the cybersecurity incident that Salud Family Health, Inc. became aware of in or around September of 2022, and which gave rise to the Action.

1.9 “Effective Date” means the date 30-days after Final Approval is granted and all time for appeals has passed.

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

1.11 “Judgment” means a judgment rendered by the Court.

1.12 “Litigation” means this action

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

1.14 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.17 “PII” means Personally Identifiable Information and includes names, Social Security numbers, driver’s license numbers, Colorado identification card numbers, financial account information, credit card numbers, passport numbers, phone numbers, email addresses, medical record numbers, treating physicians, treating costs, medical treatment and diagnosis information, health insurance information, biometric data, and usernames and passwords.

1.18 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” means Karen Alexander and Jared Gabelman.

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

1.20 “Proposed Settlement Class Counsel” and/or “Proposed Co-lead Class Counsel” means the law firms of Mason LLP and Shub & Johns LLC.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of the Colorado and similar state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any

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other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Security Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Salud.

1.22 “Released Parties” means Salud and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all persons whose PII or private information may have been compromised as a result of the Security Incident that Salud discovered in or about September 2022, and who were sent notice of the Security Incident. The Settlement Class specifically excludes: (i) Salud, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

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

1.25 “Settlement Website” means the website described in ¶ 3.2.

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

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

1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not

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to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

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

2. Settlement Benefits

2.1 Compensation for Ordinary and Extraordinary Losses.

2.1.1 Out-of-Pocket, Unreimbursed Expenses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed \$7,500 per Settlement Class Member, that were incurred more likely than not as a result of the Security Incident: (i) unreimbursed losses relating to fraud or identity theft; (ii) other fees for credit repair or similar services; (iii) and costs associated with freezing or unfreezing credit. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses are subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; (3) the loss occurred

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between September 5, 2022 and the Claims Deadline; and (4) the loss is not already covered by one or more of the below-referenced reimbursed expenses.

2.1.2 Compensable Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident (calculated at the rate of \$20 per each hour spent), with a check-box attestation that the time spent was reasonably incurred dealing with the Security Incident, *e.g.*, time spent setting up protection services, monitoring accounts, dealing with replacement card issues, and reversing fraudulent charges. The check-box attestation shall provide options for four-, three-, two-, and one-hour increments.

2.1.3 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Security Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.1.4 Aggregate Cap on Ordinary and Extraordinary Losses; Limitation on Reimbursable Expenses. Salud's obligation to pay for reimbursement for out-of-pocket expenses and lost time under this ¶ 2.1 will not, under any circumstance, exceed \$1,000,000.00 in the aggregate. If the total of valid claims exceeds \$1,000,000, each claim shall be reduced *pro rata*. Nothing in this Settlement Agreement shall be construed as requiring Salud to provide, and Salud shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable under the Settlement Agreement. This aggregate cap does not apply to Salud's agreement to pay for Identity Theft Protection as set forth in ¶ 2.2 below.

2.2 Identity Theft Protection. Settlement Class Members who previously enrolled in the Kroll identity protection services offered by Salud in the incident response will be automatically provided two (2) years of additional identity theft protection services through Epiq without the need to make an affirmative claim. Settlement Class Members who did not previously enroll in the identity protection services offered by Salud during the incident response will be eligible to submit a claim for two (2) years of identity protection services through Epiq commencing on the Effective Date. The identity theft monitoring shall be made available outside the aggregate cap on ordinary and extraordinary losses in ¶ 2.1.4. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (iv) identity theft insurance of at least \$1 million (no deductible); and (v) access to fraud resolution agents to help investigate and resolve identity thefts.

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2.3 Settlement Subject to Completion of Due Diligence. Salud shall provide mutually agreed upon information regarding the Security Incident, including an informal witness interview) establishing the appropriateness of the settlement terms.

2.4 Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, Salud, at its sole and separate expense, shall adopt, pay for, implement, and maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) maintenance of a written information security program; (ii) employee training on data security policies and detecting/handling suspicious emails; (iii) implementation of appropriate firewall and segregation protocols; (iv) development of an appropriate protocol for deletion of records; (v) and maintenance of a policy for responding to data security events. Before the final fairness hearing, Salud shall submit a certification confirming its compliance with these business practices changes.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Security Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs). If the Settling Parties do not agree with the claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

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

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

2.5 Settlement Expenses. Salud will pay the costs of claims administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of dispute resolution described in ¶ 2.5 outside the aggregate cap identified in ¶ 2.1.4.

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

3. Preliminary Approval and Notice of Fairness Hearing

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

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- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Mason LLP and Shub & Johns LLC as Class Co-lead Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of the Claims Administrator.

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

3.2 Salud shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by Salud as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Colorado Rule of Civil Procedure 23 and constitutional due process requirements. The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Before the Final Fairness Hearing, Proposed Co-lead Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with and agreement by the Settling Parties, as may be reasonable and necessary and

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not inconsistent with such approval. The Notice Program shall commence within 15 days of the entry of the Preliminary Approval Order and shall be completed within 45 days of the entry of the Preliminary Approval Order.

3.3 Class Counsel and Salud's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2.

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

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than fifty (50) timely and valid Opt-Outs (exclusions) submitted, Salud may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Salud voids the Settlement Agreement pursuant to this paragraph, Salud shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Plaintiffs' Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the 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) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, District Court, Weld County, Colorado, located at 901 9th Avenue,

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Greeley, Colorado 80631, and contain the case name and docket number for *Alexander et al. v. Salud Family Health, Inc.*, no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2, and served concurrently therewith upon Class Counsel, Danielle L. Perry, Mason LLP, 5335 Wisconsin Ave. NW Suite 640, Washington, DC 20015, and counsel for Salud, Christopher Dodrill, Greenberg Traurig, LLP, 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Colorado Rules of Appellate Procedure and not through a collateral attack.

6. Releases

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

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

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

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7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Salud would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. Salud and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Salud has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$550,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

7.3 Subject to Court approval, Salud has agreed not to object to a request for a service award in the amount of \$2,000 to each named Plaintiff (for a total payment of \$4,000).

7.4 If awarded by the Court, Salud shall pay the attorneys' fees, costs, expenses, and service awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within thirty (30) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3. The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap in ¶ 2.1.4.

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

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. Class Counsel and Salud shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Salud shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits

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

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Salud, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Salud's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and counsel for Salud.

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

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Salud has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Salud mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Salud's counsel a complete list of all timely and valid requests for exclusion ("Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court

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or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Salud shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous

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

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

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

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

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

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10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

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

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

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

10.12 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Salud shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

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

[Remainder of page intentionally left blank; Signature page to follow]

EXECUTION VERSION

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

/s/ 

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Attorneys for Defendant

EXHIBIT 1-A

Court Approved Legal Notice

Case No. **xxxxxxx**

19th District Court of Weld County, Colorado

As a Result of the Salud Family Health Data Security Incident, You May Be Entitled to Reimbursement or Credit Monitoring and Insurance Services to Protect Your Information.

This is not a solicitation from a lawyer.

This is NOT a Claim Form.

For more information about the Settlement and how to file a Claim Form visit or call:

www.xxxxxxxxx.com

1-888-888-8888

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web

www.xxxxxxxxx.com.

Alexander, et al. v. Salud Family Health, Inc

P.O. Box _____

_____, _____

Forwarding Service Requested



Postal Service: Please do not mark barcode

Claim No.:

[CLAIMANT INFO]

A proposed Settlement arising out of a data security incident has been reached with Salud Family Health ("Salud"). On or about September 5, 2022, an unauthorized user was able to access files stored on Salud computer system. As a result, Personal Information of individuals who are or were patients or otherwise affiliated with Salud may have been accessed (the "Data Security Incident"). Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information

Who is Included? The Court decided that Class Members include means all natural persons who are residents of the United States whose Personal Information was compromised in the Data Security Incident discovered by Salud on or about September 5, 2022, including all who were sent notice of the Data Security Incident.

What does the Settlement Provide? The Settlement establishes a Settlement Fund to be used to pay for Credit Monitoring and Insurance Services; Documented Loss Payments for reimbursement of Documented Losses, or Compensable Lost Time Payments to valid claimants; costs of Notice and administration; Service Awards to the Class Representatives; and Fee Award and Costs. Also, Salud has agreed to undertake certain remedial measures and enhanced data security measures. Claimants may select **one or more** of the following forms of Settlement relief: (a) Credit Monitoring and Insurance Services, (b) Documented Loss Payments, AND/OR (c) Compensable Lost Time Payment, as described below:

- **Credit Monitoring and Insurance Services** – two years of Credit Monitoring and Insurance Services; AND/OR
- **Documented Loss Payments** – reimbursement for certain Documented Losses, i.e., money spent or lost, that is more likely than not incurred as a result of the Salud Data Security Incident (up to \$7,500), not otherwise reimbursable by insurance; AND/OR
- **Compensable Lost Time** – reimbursement for up to four (4) hours of lost time spent in connection with the Data Security Incident.

There is an aggregate cap of \$1 million for Documented Loss Payments and Compensable Lost Time. There is no cap on the costs necessary to cover claims for Credit Monitoring and Insurance Services.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **Month XX, 2023**, including required documentation. You can file your claim online at www.xxxxxxxxx.com. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 2023**. If you do not exclude yourself, you will release any claims you may have against Salud or Released Parties (as defined in the Settlement Agreement) related to the Salud Data Security Incident, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2023**.

The Final Approval Hearing. The Court has scheduled a hearing in this case (*Alexander, et al. v. Salud Family Health, Inc.*, Case No. **xxxx**, 19th District Court, County of Weld, State of Colorado for **Month XX, 2023**, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for those details.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.xxxxxxxxx.com, or by calling toll free 1-888-888-8888.

EXHIBIT 1-B

Salud Family Health Data Security Incident Litigation
(Alexander, et al. v. Salud Family Health, Inc., Case No. xxxx, 19th District Court, County of Weld, State of Colorado)
Notice of Salud Family Health Data Security Incident Class Action Settlement

*This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

Para una notificación en español, llamar 1-888-301-4210 o visitar nuestro sitio web www.SaludClassAction.com.

- A proposed Settlement arising out of a data security incident has been reached with Salud Family Health, Inc. (“Salud”). On or about September 5, 2022, an unauthorized user was able to access files within Salud computer systems. As a result, the Personal Information of individuals who are or were patients – or who are otherwise affiliated with Salud – may have been accessed (the “Data Security Incident”). Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. If you were notified by Salud that your Personal Information may have been compromised because of the Salud Family Health Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Salud has agreed to (1) provide reimbursement of up to \$7,500.00 per Class Member for Class Members who incurred certain Documented Losses (“Documented Loss Payment”); (2) pay for two years of credit monitoring and insurance services (“Credit Monitoring and Insurance Services” or “CMIS”); and (3) reimbursement for up to four hours of lost time spent in connection with the Security Incident. The Documented Loss Payment and CMIS categories are subject to an aggregate \$1,000,000 cap; there is no cap for the expenses associated with Credit Monitoring and Insurance Services. Subject to Court approval, Salud has agreed to pay for the costs of these services, in addition to the costs for settlement administration, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, Salud has agreed to undertake certain remedial measures and enhanced security measures that it will continue to implement for at least three years.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: [XXXX]	Submitting a Claim Form is the only way that you can receive any of the monetary Settlement Benefits provided by this Settlement, including Credit Monitoring and Insurance Services, a Documented Loss Payment, or a Compensable Lost Time Payment. If you submit a Claim Form, you will give up the right to sue Salud and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: [XXXX]	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Salud, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: [XXXX]	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Salud and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING DATE: [XXXXX]	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Salud and certain Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call 1-888-301-4210.

BASIC INFORMATION

1. Why did I get this Notice?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Alexander, et al. v. Salud Family Health, Inc.*, Case No. **xxxx**, 19th District Court, County of Weld, State of Colorado (the “Action”), before Judge **XXXXX**. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Salud Family Health, Inc, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or around September 5, 2022, Salud learned that an unauthorized user was able to access files stored on its computer system. As a result, the Personal Information of individuals who are or were patients or otherwise affiliated with Salud may have been accessed. Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. After conducting a thorough investigation, Salud began reporting the Security Incident on October 5, 2022.

The Plaintiffs claim that Salud failed to adequately protect their Personal Information and that they were injured as a result. Salud denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Salud denies these and all other claims made in the Action. By entering into the Settlement, Salud is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Karen Alexander and Jared Gabelman.

4. Why is there a settlement?

The Class Representatives and Salud do not agree about the claims asserted in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Salud. Instead, the Class Representatives and Salud have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the relief made available balanced against the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Salud.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All persons whose personally identifiable information or private information may have been compromised as a result of the Security Incident that Salud discovered in or about September 2022, and who were sent notice of the Security Incident. If you received Notice of this Settlement by mail or email, you are a Class Member, and your legal rights are affected by this Settlement.

If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judge presiding over the Action and members of the Judge’s families and immediate staff; (2) Salud, its subsidiaries, parent companies, successors, predecessors, and any entity in which Salud or its parents, have a controlling interest, and its current or former officers and directors; and (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

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

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.SaludClassAction.com, or call the Settlement Administrator’s toll-free number at **XXXXXXXX**.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call **XXXXXX**.**

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following Settlement Benefits, which are discussed in further detail below:

- (A) Cash payments of up to \$7,500.00 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”);

AND/OR

- (B) Two years of Credit Monitoring and Insurance Services;

AND/OR

- (C) reimbursement for up to four (4) hours of lost time actually spent remedying issues related to the Security Incident.

In addition, Salud has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Number 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

Each Class Member who submits a valid claim is eligible for reimbursement of out-of-pocket expenses and lost time that were more likely than not incurred as a result of the Data Security Incident, up to \$7,500 per Class Member, not to exceed \$1,000,000 in the aggregate. Where the total of valid claims exceed \$1,000,000, each claim shall be reduced pro rata. The Credit Monitoring and Insurance Services are not subject to this \$1,000,000 cap.

A. Documented Loss Payment.

You may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not incurred as a result of the Salud Security Incident, or you spent money to protect yourself from future harm because of the Salud Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$7,500.00 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after September 5, 2022, that were related to identity theft and fraud and are more likely than not incurred as a result of the Salud Security Incident, as well as any documented expenses related to the Salud Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver’s license, state identification card, Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Salud Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, and you have not otherwise claimed Credit Monitoring and Insurance Services, your Claim Form will be considered as an alternative claim for a Compensable Lost Time Payment.

B. Credit Monitoring and Insurance Services.

In the alternative to reimbursement of Document Losses, You may file a Claim Form to receive Credit Monitoring and Insurance Services. Credit Monitoring and Insurance Services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Insurance Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services that may have been offered to you by Salud in response to the Security Incident. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you did not sign up for the previous services. If you

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call XXXXXX.**

file a claim for Credit Monitoring and Insurance Services and you already have credit monitoring services, you can choose to postpone the Credit Monitoring and Insurance Services from this Settlement for a period of 24 months.

Credit Monitoring and Insurance Services include (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) three-bureau credit monitoring.

To receive Credit Monitoring and Insurance Services, you must submit a completed Claim Form selecting to receive Credit Monitoring and Insurance Services.

C. Compensable Lost Time.

You may also elect to receive reimbursement for up to four (4) hours of lost time actually spent remedying issues related to the Security Incident (calculated at the rate of \$20 per each hour spent). To receive a Compensable Lost Time payment, you must submit a completed Claim Form to attest the time actually spent dealing with the Security Incident was reasonable and valid.

You are not required to provide Reasonable Documentation with your Claim Form to receive Compensable Lost Time.

See Number 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Documented Loss Payment, Credit Monitoring and Insurance Services, or Compensable Lost Time), it is important for you to understand how Settlement payments will be made. Court awarded attorneys' fees not to exceed \$550,000.00, reasonable costs and expenses incurred by attorneys for the Class (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$2,000.00 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Credit Monitoring and Insurance Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Credit Monitoring and Insurance Services, Documented Loss Payment claims will be paid second. If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not cure it, and you have not otherwise made a claim for Credit Monitoring and Insurance Services, your claim for a Documented Loss Payment will instead be considered a claim for a Compensable Lost Time Payment.
3. Approved Compensable Lost Time. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims and Documented Loss Payment claims, the amount of the Settlement Fund remaining will be used to create a "Post CMIS/LT Net Settlement Fund," which will be used to pay all Compensable Lost Time claims. The value of the Lost Time Payments is unknown at this time but will be calculated by subtracting from the Settlement Fund the amounts paid for valid claims for Credit Monitoring and Insurance Services and Documented Loss Payments, and after those expenses are deducted, the Post CMIS/LT Net Settlement Fund will be divided pro rata to individuals with approved claims for Compensable Lost Time Payments.

10. Tell me more about Salud's remedial measures and enhanced security measures.

As a result of the Action, for a period of three (3) years from the Effective Date of this Agreement, Salud, at its sole and separate expense, shall make the following business practices changes related to information security in order to safeguard personal information on its systems by:

1. maintain written information of a security program;
2. train employees on data security policies and detecting/handling suspicious emails;
3. implement appropriate firewall and segregation protocols;
4. develop an appropriate protocol for deletion of records; and
5. maintain a policy for responding to data security events.

11. What is the total value of the Settlement?

The Settlement provides a Claims Fund and remedial actions to be taken by Salud for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Salud's remedial and enhanced security measures will be paid by Salud in addition to the Settlement Fund.

12. What am I giving up to get a Settlement Benefit or stay in the Class?

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call XXXXXX.

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Salud and the Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

13. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Salud and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing ("Released Parties") from any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys' fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term "Unknown Claims" is defined in the Settlement Agreement), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the compromise of any Class Member's Personal Information arising out of the Salud Data Security Incident, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. ("Released Claims"). "Released Parties" expressly includes, but is not limited to, Salud and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party." "Released Claims" do not include any claims against any entity other than Released Parties.

The Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Salud Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.SaludClassAction.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

14. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by [XXXXX]. Claim Forms may be submitted online at www.SaludClassAction.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling XXXXX or by writing to XXXXX. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please call XXXXX to obtain it.

You may submit a claim for either (a) Documented Loss Payment, **OR** (b) a claim for Credit Monitoring and Insurance Services, **OR** (c) a Compensable Lost Time Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator. You may only select one form of Settlement Relief.

15. How do I make a claim for a Compensable Lost Time Payment?

To file a claim for a Compensable Lost Time Payment, you must submit a valid Claim Form electing to receive the Compensable Lost Time Payment. To submit a claim for a Compensable Lost Time Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before [XXXX].

If you wish to receive your payment via digital payment method options instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for Compensable Lost Time Payment and does not elect to receive a digital payment will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Compensable Lost Time Payment are included on the Claim Form. You may access the Claim Form at www.SaludClassAction.com.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call XXXXXX.**

The deadline to file a claim for a Compensable Lost Time Payment is [XXXXXX]. Claims must be filed or postmarked if mailed by this deadline.

16. How do I make a claim for Credit Monitoring and Insurance Services?

To file a claim for Credit Monitoring and Insurance Services, you must submit a valid Claim Form electing to receive Credit Monitoring and Insurance Services. To submit a claim for Credit Monitoring and Insurance Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before [XXXXXX].

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.SaludClassAction.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is [XXXX]. Claims must be filed or postmarked if mailed by this deadline.

17. How do I make a claim for a Documented Loss Payment for reimbursement?

To file a claim for a Documented Loss Payment of up to \$7,500.00 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before [XXXX].

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, and you do not otherwise make a claim for Credit Monitoring and Insurance Services, your claim for a Documented Loss Payment will instead be considered a claim for a Compensable Lost Time Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.SaludClassAction.com.

The deadline to file a claim for a Documented Loss Payment is [XXXXXX]. Claims must be filed (or postmarked if mailed) by this deadline.

18. What happens if the value of the claims submitted for Expense Reimbursement and Compensation for Lost Time exceed the \$1 million cap?

If the total value of valid claims for Expense Reimbursement and Compensation for Lost Time exceed \$1 million, each such claim shall be reduced *pro rata*. The Credit Monitoring and Insurance Services are not subject to an aggregate cap or potential *pro rata* reduction.

19. What happens if my contact information changes after I submit a claim?

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

[XXXXXX]

20. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the Postcard Notice to activate your Credit Monitoring and Insurance Services.

Payment for valid claims for a Compensable Lost Time Payment or a Documented Loss Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Compensable Lost Time Payment or Documented Loss Payment via PayPal, Venmo, or digital payment instead of a check by submitting your email address with your Claim Form. Anyone who does not elect to receive payment via digital payment will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.SaludClassAction.com for updates.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call [XXXXXX].**

Yes, the Court has appointed Mason LLP and Shub & Johns LLC as Proposed Co-lead Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

22. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys’ fees not to exceed), plus the reimbursement of their reasonable costs and expenses (referred to collectively as “Fee Award and Costs”). They will also ask the Court to approve up to \$2,000.00 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Salud has agreed not to oppose Plaintiffs’ request for attorneys’ fees and expenses in the amount of \$550,000. Class Counsel’s application for attorneys’ fees and expenses and Service Awards will be made available on the Settlement Website at www.SaludClassAction.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at XXXXXX.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

23. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Alexander, et al. v. Salud Family Health, Inc.*, Case No. xxxx, 19th District Court, County of Weld, State of Colorado; state the name, address, and telephone number and unique identifier of the Class Member(s) seeking exclusion; identify any lawyer representing the Class Member(s); be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Alexander, et al. v. Salud Family Health, Inc.*, Case No. xxxx, 19th District Court, County of Weld, State of Colorado.” The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than XXXXXX:

XXXXXXXX

You cannot exclude yourself by telephone or by email.

24. If I exclude myself, can I still get Credit Monitoring and Insurance Services or a Settlement Payment as part of this class action settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring and Insurance Services or a cash payment if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue Salud and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Salud or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes himself to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Security Incident); (e) identify the specific

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call [XXXXXX](tel:XXXXXX).**

factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Court either by mailing them to the **Weld County Court House 901 9th Ave., P.O. Box 2038, Greeley, CO 80631** or filing in person with the Court or postmarked on or before [XXXXXXX].

27. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [XXXXXX], before the Honorable [XXXXXX], **Weld County Court House 901 9th Ave., Greeley, CO 80631**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's online docket site (*see* Question 32) to confirm whether the date for the Final Approval Hearing is changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

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

30. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 26). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Salud or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

32. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SaludClassAction.com, by contacting Class Counsel (see below), by accessing the Court docket in this case, through the Public Records System at <https://www.courts.state.co.us/Courts/District/Dockets>, or by visiting the Office of the Prothonotary, **Weld County Court House 901 9th Ave., P.O. Box 2038, Greeley, CO 80631**, between 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call XXXXXX.**

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at the following:

<p>Gary E. Mason c/o Salud Data Breach Settlement MASON LLP 5335 Wisconsin Avenue, NW Suite 640 Washington, DC 20016 Tel: (202) 429-2290 gmason@masonllp.com</p>	<p>Benjamin F. Johns c/o Salud Data Breach Settlement SHUB & JOHNS LLC Four Tower Bridge 200 Barr Harbor Drive, Suite 400 Conshohocken, PA 19428 (610) 477-8380 bjohns@shublawyers.com</p>
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PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE PROTHONOTARY TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.SaludClassAction.com or call 1-888-301-4210.**

EXHIBIT 1-C

CLAIM FORM FOR SALUD DATA SECURITY INCIDENT BENEFITS

Salud Family Health Data Security Incident Litigation

(Alexander, et al. v. Salud Family Health, Inc., Case No. xxxx, 19th District Court, County of Weld, State of Colorado)

USE THIS FORM TO MAKE A CLAIM FOR COMPENSABLE LOST TIME, FOR CREDIT MONITORING AND INSURANCE SERVICES, AND/OR FOR A DOCUMENTED LOSS PAYMENT

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web

www.xxxxxxxxxxxxxxxxxx.com.

The DEADLINE by which this Claim Form must be either electronically filed on the settlement website or postmarked is [DATE]

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that your Personal Information was potentially compromised as a result of a data security incident that was reported on November 4, 2022 (the “Data Security Incident”), by Salud Family Health, Inc. (“Salud”), you are a Class Member.

As a Class Member, you are eligible to make a claim for **one or more** of the following options:

(A) Cash payments of up to \$7,500.00 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”);

AND/OR

(B) Two years of Credit Monitoring and Insurance Services;

AND/OR

(C) reimbursement for up to four (4) hours of time spent in connection with the Data Security Incident, compensable at a rate of \$20 per hour (“Compensable Lost Time Payment”).

The Credit Monitoring and Insurance Services will include the following services, among others: (i) up to \$1,000,000 of identity theft insurance coverage; and (ii) two years of three-bureau credit monitoring. If you already enrolled in the free credit monitoring and identify fraud protection services made available by Salud following the Data Security Incident, or from another provider obtained as a result of the Data Security Incident, you will have the option to postpone the commencement of the Credit Monitoring and Insurance Services by up to 24 months for no additional charge.

Documented Loss Payments and Compensable Lost Time Payments are subject to an aggregate cap of \$1,000,000 and may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.xxxxxxxxxxxxxxxxxx.com.

Please complete this Claim Form on behalf of the individual who received a notification from Salud. If you are the parent of a minor(s) who received a Data Security Incident notification, please submit the form using the minor(s)’s personal information.

This Claim Form may be submitted online at www.xxxxxxxxxxxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Salud Family Health Administrator

PO Box 2199

Portland, OR 97208-2199

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Credit Monitoring and Insurance Services, you must notify the Settlement Administrator in writing at the address above.

First Name

M.I.

Last Name

[Grid for name information]

Alternative Name(s)

[Grid for alternative name]

Mailing Address, Line 1: Street Address/P.O. Box

[Grid for mailing address line 1]

Mailing Address, Line 2:

[Grid for mailing address line 2]

City:

[Grid for city]

State:

[Grid for state]

Zip Code:

[Grid for zip code]

Cellular Telephone Number

[Grid for cellular telephone number]

Home Telephone Numbers

[Grid for home telephone numbers]

Email Address

[Grid for email address]

Date of Birth (mm/dd/yyyy)

[Grid for date of birth]

Unique ID Number Provided on mailed Notice (if known)

[Grid for unique ID number]

III. CLASS MEMBERSHIP

Please check this box if you received a notice related to this Class Action, and you have provided your Unique ID Number in Section II above.

Please check this box if you have **not** received a letter notice but believe that you should be included in the Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Salud Data Security Incident and are a class member.

You may select ONE OR MORE of the following options:

IV. Compensable Lost Time.

If you wish to receive a Compensable Lost Time Payment, you must check off the box for this section and select the amount of time you spent, and then simply return this Claim Form.

1 hour

2 hours

3 hours

4 hours

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-888-888-8888

You will receive an email at the email address provided above after the Court grants Final Approval of the Settlement prompting you to select how you would like to be paid. You can receive payment via a digital payment, or you can elect to receive a check.

AND/OR

V. CREDIT MONITORING AND INSURANCE SERVICES

If you wish to receive Credit Monitoring and Insurance Services, you must check off the box for this section, provide your email address in the space provided in Section II, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Credit Monitoring and Insurance Services. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the “Effective Date”).

AND/OR

VI. REIMBURSEMENT FOR DOCUMENTED LOSSES

Please check off this box for this section if you are electing to seek reimbursement for up to \$7,500 of Documented Losses you incurred that are more likely than not incurred as a result of the Salud Data Security Incident and not otherwise reimbursable by insurance. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not incurred as a result of the Salud Data Security Incident and incurred on or after September 5, 2022.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not incurred as a result of the Salud Data Security Incident by the Settlement Administrator based on the documentation you provide and the facts of the Salud Data Security Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)																										
<input type="radio"/> Unreimbursed fraud losses or charges	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="8" style="text-align: center;">(mm/dd/yy)</td> </tr> </table>			/			/			(mm/dd/yy)								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.			<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
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<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="8" style="text-align: center;">(mm/dd/yy)</td> </tr> </table>			/			/			(mm/dd/yy)								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.			<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
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<input type="radio"/> Lost interest or	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="8" style="text-align: center;">(mm/dd/yy)</td> </tr> </table>			/			/			(mm/dd/yy)								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.			<i>Examples: Letter from IRS or state about tax fraud in your name;</i>
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Questions? Go to www.xxxxxxxxxxxxx.com or call 1-888-888-8888

<p>other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing</p>	<p>(mm/dd/yy)</p>		<p><i>Documents reflecting length of time you waited to receive your tax refund and the amount</i></p>
<p><input type="radio"/> Credit freeze</p>	<p><input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)</p>	<p>\$ <input type="text"/> . <input type="text"/></p>	<p><i>Examples: Notices or account statements reflecting payment for a credit freeze</i></p>
<p><input type="radio"/> Credit monitoring that was ordered after September 5, 2022 through the date on which the Credit Monitoring and Insurance Services become available through this Settlement</p>	<p><input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)</p>	<p>\$ <input type="text"/> . <input type="text"/></p>	<p><i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i></p>
<p><input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges</p>	<p><input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)</p>	<p>\$ <input type="text"/> . <input type="text"/></p>	<p><i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Salud Data Security Incident</i></p>
<p><input type="radio"/> Other (provide detailed description)</p>	<p><input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)</p>	<p>\$ <input type="text"/> . <input type="text"/></p>	<p><i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i></p>

If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be considered for a Cash Fund Payment.

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-888-888-8888

VII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____

Date: _____

Print Name _____

**VIII. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)**

I, _____, declare that I suffered the Documented Losses claimed above.
[Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of Colorado that the foregoing is true and correct.

Executed on the ____ day of _____, _____,
(date) (month) (year)

at _____
(city or other location, and state or country)

[Signature]

EXHIBIT 1-D

**19th DISTRICT COURT,
CITY OF GREELEY,
COUNTY OF WELD,
STATE OF COLORADO**

Court Address:
901 9th Avenue,
Greeley, Colorado 80631

**Karen Alexander and Jared Gabelman, Individually and on
behalf of All Others Similarly Situated,**

Plaintiffs,

v.

**Salud Family Health, Inc.,
Defendant.**



COURT USE ONLY

ATTORNEYS FOR PLAINTIFFS:

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Case Number:

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of a Settlement Agreement between Karen Alexander and Jared Gabelman (“Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the proposed Settlement Class, and Defendant Salud Family Health, Inc. (“Salud” or “Defendant”), that, upon final approval by this Court, settles the above-captioned litigation.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

The Court hereby GRANTS preliminary approval of the Parties’ Settlement Agreement dated July __, 2023 (“Settlement Agreement”), the proposed Long Form Notice, Short Form Notice, and Claim Form, and finds as follows:

The Court has jurisdiction over all claims in this Action and all Parties hereto. This Order is based on Colorado law, including but not limited to Rule 23 of the Colorado Rules of Civil Procedure. The Court adopts by reference the Settlement Agreement, attached to Plaintiffs’ Unopposed Motion for Preliminary Approval. This Order adopts the definitions in the Settlement Agreement, and terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.

The Court preliminarily FINDS that the Parties’ settlement, as reflected in the Settlement Agreement, is fair, reasonable, and adequate, and that it is in the best interests of the Settlement Class Members. The Parties entered into the Settlement after extensive, arms’ length negotiations and a mediation with Hon. Wayne Andersen (Ret.) of JAMS. The Court preliminarily approves the Settlement Agreement, provisionally appoints the Settlement Class Representatives, Class Counsel, and Claims Administrator, and ORDERS that the Parties should commence providing

notice of the settlement to Settlement Class Members in accordance with the procedures proposed in the Settlement Agreement.

Defendant is a federally qualified health center serving low-income, medically underserved populations in Colorado. In September 2022, Defendant was the victim of a data security incident (“Security Incident”) in which an unauthorized and malicious third party accessed Defendant’s computer systems and data, resulting in that third party’s access to personal information belonging to Plaintiffs and members of the Settlement Class (hereafter the “Data Breach”). The information potentially accessed includes names, Social Security numbers, driver’s license numbers, Colorado identification card numbers, financial account information, credit card numbers, passport numbers, medical treatment and diagnosis information, health insurance information, biometric data, and usernames and passwords. Defendant subsequently notified potentially impacted individuals, who included Defendant’s employees and patients. In total, Defendant estimates that approximately 427,528 individuals’ data may have been impacted by the Security Incident.

On November 14, 2022, Plaintiff Karen Alexander, on behalf of herself and her minor children, filed her Class Action Complaint in the District Court for Weld County, Colorado. On January 6, 2023, Defendant Salud noticed the removal of Alexander’s case to federal court. On January 27, 2023, Plaintiff Jared Gabelman, on behalf of himself and his minor child, filed his class action complaint against Salud in the U.S. District Court for the District of Colorado. On February 9, 2023 Salud filed a motion to substitute the United States in place of Salud in the *Alexander* matter. On March 17, 2023, the United States declined to intervene.

The parties proceeded to mediation with a neutral mediator, and after vigorous negotiations reached a settlement in principle, and agreed to negotiate a formal settlement agreement at arms’ length. Plaintiffs summarize the relevant terms of the proposed settlement, as follows:

- (a) A process for Settlement Class Members to submit claims for reimbursement of documented ordinary and extraordinary expenses up to \$7,500 per Class Member that were incurred more likely than not as a result of the Security Incident and a process for Settlement Class Members to submit claims for compensable lost time for up to four hours at a rate of \$20 per hour, all of which will be evaluated by the Court-approved Claims Administrator. Defendant's liability for these claims will be subject to a cap of \$1,000,000 in the aggregate. Should claims exceed this cap, each claim shall be reduced *pro rata*.
- (b). A process for Settlement Class Members to enroll in two years of three-bureau identity theft and credit monitoring services, paid for by Defendant.
- (c). Equitable relief in the form of business practices changes by Defendant for at least the next three years aimed at data security.
- (d). Defendant to pay all Notice and Settlement Claims Administration costs.
- (e). Defendant to pay a Court-approved amount for attorneys' fees, costs, and expenses of Settlement Class Counsel not to exceed \$550,000.
- (f). Defendant to pay a Service Award of up to \$2,000 to each of the named Class Representatives.

As part of the agreement, and because of concerns as to whether the federal court could exercise subject matter jurisdiction over these claims, the Parties agreed that Plaintiffs would dismiss their federal complaints and refile in this Court. The Consolidated Class Action Complaint ("CCAC"), filed on **DATE** on behalf of Plaintiffs by interim class counsel alleged eight causes of action: negligence; negligence *per se*; breach of implied contract; breach of fiduciary duty; intrusion upon seclusion/invasion of privacy; unjust enrichment; declaratory judgment; and violation of the Colorado Consumer Protection Act. The Settlement Agreement was executed on July 31, 2023.

The Settlement Agreement is the result of the arms' length and non-collusive settlement discussions and is intended to memorialize the terms of the Parties' settlement, contingent on this Court's final approval. The Parties have agreed to settle this action, according to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the

fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class and ask the Court to preliminarily approve the Settlement.

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

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Colorado Rule of Civil Procedure 23, the Court provisionally certifies a Settlement Class in this matter, defined as follows:

Settlement Class

All persons whose PII or private information may have been compromised as a result of the Security Incident that Salud discovered in or about September 2022, and who were sent notice of the Security Incident.

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

The Settlement Class specifically excludes: (i) Salud, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes approximately 427,528 individuals.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims and defenses of the Settlement Class Representatives are typical of the claims and defenses of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. Settlement Class Representatives and Settlement Class Counsel.

Plaintiffs Karen Alexander and Jared Gabelman are hereby provisionally designated and appointed the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Benjamin F. Johns and Samantha Holbrook, Shub & Johns LLP, located at 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428; Danielle L. Perry and Gary E. Mason of Mason LLP, located at 5335 Wisconsin Ave., NW, Ste 640, Washington, District of Columbia, 20015; Rick D. Bailey of the Law Office of Rick D. Bailey, located at 1801 Broadway, Ste. 528, Denver, Colorado, 80202.

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

4. Jurisdiction. The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this District pursuant to Colo. R. Civ. P. 98(c).

5. Final Approval Hearing. A Final Approval Hearing shall be held on _____ at ____:00 a.m. on Month , _____, in the 19th District Court for Weld County, 901 9th Avenue, Greeley, Colorado 80631, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Colorado Rule of Civil Procedure 23(b)(3); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Colorado Rule of Civil Procedure 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representatives for Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Attorneys'

Fees, Costs, and Plaintiffs' Service Award shall be filed at least 14 days prior to Settlement Class Members' deadline to object or opt-out of the Settlement. Plaintiffs' Motion for Final Approval of the Settlement, Service Award Request, and Fee Request shall be filed with the Court at least 30 Days prior to the Final Approval Hearing. By no later than 14 days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

6. **Appointment of Claims Administrator.** The Court appoints Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. In accordance with the Settlement Agreement, Defendant shall pay all agreed upon costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Claims Administrator's fees, as well as the costs associated with administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, and Long-Form Notice attached to the Settlement Agreement as Exhibits A-C satisfy the requirements of Colorado Rule of Civil Procedure 23(e), provide the best notice practicable under the circumstances, and are hereby approved. The Parties may make non-material modifications to these Exhibits without further order of the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **45 days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall complete the Notice Program in the manner set forth in Section 3 of the Settlement Agreement.

8. Findings and Conclusions Concerning Notice. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and Section 3 of the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) the Court concludes that the Notice Program meets all applicable requirements of law, including Colorado Rule of Civil Procedure Rule 23, and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. Exclusion from Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **60 Days from the date Notice Commences** (the “Opt-Out Period”). The written notification must include the individual’s full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law, to act on behalf of the individual with respect to the claims asserted in this Action.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the

Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than **10 Days prior to the Final Approval Hearing**.

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

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

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Date; or (b) mailed first-class postage prepaid to Plaintiffs' Counsel and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Section VII of the Settlement Agreement, which is as follows:

- (a) the objector's full name, address, telephone number, and e-mail address (if any);
- (b) the Settlement Class Member's original signature;
- (c) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (d) set forth a statement of the legal and factual basis for the Objection; and
- (e) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

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

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

phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least sixty (60) Days before the Final Approval Hearing.

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

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

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit

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

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

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

14. Stay of Proceedings. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

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

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

Notice Commencement Deadline: 30 Days after Preliminary Approval

Notice Completion Deadline (Deadline to Mail Postcard Notice): 45 Days after Preliminary Approval

Motion for Final Approval: 30 Days before Final Approval Hearing

Motion for Service Awards, Attorneys' Fees and Costs: 14 Days before the Objection Deadline and Opt-Out Deadline

Opt-Out Deadline: 60 Days after Notice Commences

Objection Deadline: 60 Days after Notice Commences

Replies in Support of Final Approval, Service Awards and Fee Requests: 14 Days before Final Approval Hearing

Claim Deadline: 90 Days after Notice Commences

Final Approval Hearing: at least 120 Days after Preliminary Approval

IT IS SO ORDERED this ____ day of _____, 2023

BY THE COURT:

District Court Judge

Presented By:

Dated: _____, 2023

/s/ _____

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Attorneys for Defendant

Dated: _____, 2023

/s/ _____

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Attorneys for Plaintiffs and the Settlement Class

EXHIBIT 1-E

**19th DISTRICT COURT,
CITY OF GREELEY,
COUNTY OF WELD,
STATE OF COLORADO**

Court Address:
901 9th Avenue,
Greeley, Colorado 80631

**Karen Alexander and Jared Gabelman, Individually and on
behalf of All Others Similarly Situated,**

Plaintiffs,

v.

**Salud Family Health, Inc.,
Defendant.**



COURT USE ONLY

ATTORNEYS FOR PLAINTIFFS:

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Case Number:

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Karen Alexander and Jared Gabelman (“Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the proposed Settlement Class, and Defendant Salud Family Health, Inc. (“Salud” or “Defendant”), as fair, reasonable, and adequate.

This Court has jurisdiction over all claims in this Action and all Parties hereto. Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment. **THE COURT** not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Colorado Rule of Civil Procedure 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS ____ day of _____, 2023,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs’ Class Action Complaint involving a data security incident that targeted Defendant. Plaintiffs claim that Defendant failed to safeguard

and protect the personally identifiable information and/or protected health information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, capitalized terms in this Order have the same meaning as set forth in the Settlement Agreement.

4. On _____, 2023, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter for settlement purposes only, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Colorado Rule of Civil Procedure 23(b)(3) and (e), for settlement purposes only, the Court certified the Settlement Class, defined as follows:

Settlement Class

All persons whose PII or private information may have been compromised as a result of the Security Incident that Salud discovered in or about September 2022, and who were sent notice of the Security Incident.

The Settlement Class specifically excludes: (i) Salud, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the

criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes approximately 427,528 individuals.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Colorado Rule of Civil Procedure 23. The Settlement Agreement, attached to the Motion for Preliminary Approval, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for reimbursement of documented ordinary and extraordinary expenses up to \$7,500 per Class Member that were incurred more likely than not as a result of the Security Incident and a process for Settlement Class Members to submit claims for compensable lost time for up to four hours at a rate of \$20 per hour, all of which will be evaluated by the Court-approved Claims Administrator. Defendant's liability for these claims will be subject to a cap of \$1,000,000 in the aggregate. Should claims exceed this cap, each claim shall be reduced *pro rata*.
- b. A process for Settlement Class Members to enroll in two years of three-bureau identity theft and credit monitoring services.
- c. Equitable relief in the form of business practices changes by Defendant for at least the next three years.
- b. Defendant to pay all Notice and Settlement Claims Administration costs.
- c. Defendant to pay a Court-approved amount for attorneys' fees, costs, and expenses of Settlement Class Counsel not to exceed \$550,000.
- d. Defendant to pay a Service Award of up to \$2,000 to each of the named Class Representatives.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate, in the best interests of the Settlement Class, and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Colorado Rule of Civil Procedure 23(e). Commencing on ____, pursuant to the Settlement Agreement and the Preliminary Approval Order, Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator, provided Notice to Settlement Class Members in compliance with the Settlement Agreement and the Notice Program, due process, and Rule 23 of the Colorado Rules of Civil Procedure.

11. The Court finds that the Claims Administrator's notice fully and accurately informed Settlement Class Members about the Litigation and the existence and terms of the Settlement Agreement; advised Settlement Class Members of all terms of the Settlement; advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so Settlement Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement; provided procedures for Settlement Class Members to file written objections to the proposed

Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

12. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

13. On _____, the Court held a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate and whether judgment should be entered dismissing this Litigation with prejudice. The Court reviewed Plaintiffs' Motion for Final Approval, Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses and Service Awards and all supporting materials, including but not limited to the Settlement Agreement; any and all objections filed with or presented to the Court; and the Parties' responses to any objections. The Court also considered the oral argument of counsel and any objectors who appeared. All persons who did not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

14. Based on the record before the Court, **IT IS HEREBY ORDERED AND ADJUDGED:**

15. The Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class

Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

16. The Court finally and unconditionally grants approval of the Settlement Agreement in full. This Final Approval Order and Judgment shall have a *res judicata* effect and bar the Plaintiffs and Each Settlement Class Member who did not timely opt out from bringing any action against Defendant or the Released Parties asserting any of the Released Claims as provided in the Settlement Agreement.

17. The Court incorporates its conclusions in the Preliminary Approval Order regarding the satisfaction of Colorado Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

18. The Court grants final approval of the appointment of Karen Alexander and Jared Gabelman as the Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

19. The Court awards \$2,000 to each of the Representative Plaintiffs as service awards. The Court finds these amounts are justified by their service to the Settlement Class. Payment shall be made pursuant to the procedures in the Settlement Agreement.

20. The Court grants final approval of the appointment as Class Counsel to Benjamin F. Johns and Samantha Holbrook, Shub & Johns LLP, located at 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428; Danielle L. Perry and Gary E. Mason of Mason LLP, located at 5335 Wisconsin Ave., NW, Ste 640, Washington, District of Columbia, 20015; and Rick D. Bailey

of the Law Office of Rick D. Bailey, located at 1801 Broadway, Ste. 528, Denver, Colorado, 80202.

21. The Court awards Class Counsel a total of \$ _____ in combined attorneys' fees, expenses, and costs. The Court finds these amounts to be fair and reasonable. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

22. Pursuant to the Settlement Agreement, Defendants, the Claims Administrator, and (as necessary) the Claims Referee shall implement the Settlement in the manner and time frame as set forth therein.

23. Pursuant to Settlement Agreement Section 6 and upon the Effective Date, Plaintiffs and Settlement Class Members shall have released all Released Claims (including Unknown Claims) against Defendants and all Released Parties as set forth in the Settlement Agreement.

24. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, trustees, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

25. Defendant shall pay all costs of the settlement, including all awards and payments to Settlement Class Members, costs of Claims Administration, the Attorneys' Fees and Expenses Award to Class Counsel, and the Representative Plaintiffs' service awards.

26. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the Litigation.

27. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by any Defendant or the Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

28. Consistent with the Settlement Agreement, if the Effective Date does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment and all of its provisions will be vacated, including, but not limited to the Attorneys' Fees and Expenses Award and the Representative Plaintiffs' Service Awards, and the Final Approval Order and Judgment will not waive, release, or otherwise impact the Parties' rights or arguments in any respect; and (b) the Litigation will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement,

or any part of the Parties' settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Litigation.

29. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation, interpretation, implementation, and enforcement of the Settlement Agreement.

30. In accordance with Colo. R. Civ. P. 23, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter pursuant to Rule 58 of the Colorado Rules of Civil Procedure.

Done and ordered this ____ day of _____, 2023.

Presented By:

Dated: _____, 2023

/s/ _____

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Dated: _____, 2023

/s/ _____

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