UNITED STATES DISTIRCT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In Re: OnePoint Patient Care, LLC., Data Breach Litigation	Case No. 3:24-cv-00649-RGJ Judge Rebecca Grady Jennings CLASS ACTION

PLAINTIFFS' SUPPLEMENTAL MOTION IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that Plaintiffs, Christopher Russo and Shannon Cobb, individually, and on behalf of the Settlement Class[1], supplement and move pursuant to Federal Rule of Civil Procedure 23(e) and this Court's January 9, 2026, Memorandum Opinion & Order (Dkt. No. 31) for a Preliminary Approval Order.

I. THE PROPOSED SETTLEMENT ADEQUATELY ACCOUNTS FOR THE SIGNIFICANT RISKS OF CONTINUED LITIGATION

The Court expressed concern that the current record does not contain sufficient information to assess the likelihood that the putative class would succeed on the merits, as required under Rule 23. *See* Order, Dkt. No. 31. Plaintiffs submit that continued litigation would have posed substantial and concrete risks at every stage of this case, beginning with threshold standing challenges, continuing through merits-based issues of causation and damages, and culminating in obstacles to class certification. When weighed against these risks, the relief secured through the Settlement represents a fair, reasonable, and adequate recovery for the Settlement Class.

While Plaintiffs believe in the strength of their claims and that the case would succeed, they recognize that survival at this stage, where pleading challenges remain, and in later stages of

[1] All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement. (Dkt. No. 30-2)

litigation, cannot be assured, and that data breach litigation remains an evolving and unsettled area of law, particularly with respect to injury, cognizable damage, traceability, and proximate causation. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-CV-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases such as the instant case are particularly risky, expensive, and complex.") (collecting cases). Moreover, this case would pose unique challenges for certifying a litigation class.

1. Time Is of the Essence for Class Members to Obtain Meaningful Relief

The risks of continued litigation in this case are particularly acute due to the unique nature of the Settlement Class. Here, the Defendant provides pharmacy services specifically to hospices and hospice patients. This means that virtually all of the class members are seeking end-of-life palliative care. Therefore, as time passes, the size of the viable class necessarily diminishes, as claims tied to personal harm become increasingly difficult to prosecute or administer.[2] Even if a deceased class member's estate could benefit from the Settlement, logic dictates a strong preference that the individual who actually suffered the privacy injury should obtain relief within their own lifetime. Recognizing this difficulty, the Settlement Class includes only living members

[2] *See*, e.g., *McClain v. Lufkin Indus. Inc.*, No. CIV.A. 9:97CV63, 2010 WL 455351, at *29 (E.D. Tex. Jan. 15, 2010), aff'd, 649 F.3d 374 (5th Cir. 2011) (requiring "proper written proof of the estate's or legal successor's entitlement to receive the deceased Class Member's assets."); *Al-Jundi v. Mancusi*, 113 F. Supp. 2d 441, 449–50 (W.D.N.Y. 2000) ("In all cases where a claim has been filed on behalf of a deceased class member, payment shall be made only to the legal representative of the deceased plaintiff's estate. Legal representatives must provide proof of their appointment by a Court of competent jurisdiction."); *Neal v. Raytheon Co.*, No. 05-CV-2521-B, 2009 WL 10678356, at *2 (N.D. Tex. Sept. 21, 2009) (requiring a "completed and signed Verification that the Eligible Class Member and/or Eligible Dependent was alive as of January 15, 2009" and a demonstration of "legally sufficient authority to act on behalf of the estate of the deceased Eligible Class Member."); *McKinney v. U.S. Postal Serv.*, 292 F.R.D. 62, 67 (D.D.C. 2013) ("in the event that an exclusion or "opt out" request is received from the estate of a deceased class member, it may be necessary to somehow confirm that the individual submitting the request actually has the authority to act on the deceased class member's behalf.").

whose PII/PHI was exposed, consistent with the nature of the alleged privacy harms and the practical realities of administering relief.

Prolonged litigation would delay any potential relief for years, during which time a growing portion of the class would be unable to benefit from any eventual judgment. The Settlement ensures that meaningful compensation is delivered now, while it can still reach those the case was brought to protect. In light of the significant risks of dismissal, denial of class certification, and prolonged delay, the Settlement offers immediate, tangible benefits to Settlement Class Members without the uncertainty inherent in continued litigation. *See*, *e.g., Ware v. CKF Enters., Inc.,* 2019 WL 2996914, at *1 (E.D. Ky. July 9, 2019) (quoting *Dick v. Sprint Commc'n. Co., L.P.*, 297 F.R.D. 283, 297 (W.D. Ky. 2014) ("[t]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable and settlement conserves judicial resources.").

2. Challenges with Establishing Injury and Cognizable Damage

If this litigation were to continue, Defendant indicated that it would seek to dismiss Plaintiffs' allegations through a motion to dismiss. Thus, absent settlement, Plaintiffs would have had to immediately survive a motion to dismiss from Defendant in order to proceed past the pleading stage and into litigation, without any promise of resolution in Plaintiffs' favor. Particularly at the motion to dismiss stage, Plaintiffs would be faced with many of the issues highlighted above, and for which courts have routinely struck down similar claims within the data breach context. For example, proving injury to confer standing poses a significant risk in this case. Plaintiffs alleged that the data breach exposed sensitive PII/PHI and created a material risk of identity theft, fraud, and misuse. While Plaintiffs believe the facts of this case support standing, courts within this Circuit and across the country have reached inconsistent outcomes despite similar allegations.[3] Although these divergent outcomes reflect judicial disagreement, and not a lack of merit in Plaintiffs' claims, they demonstrate the risk of continuing litigation.

Although here Plaintiffs believe that their theory of injury is valid, and that each Plaintiff has standing, they recognize that exposure on the dark web is not always found to be sufficient in and of itself to confer standing, and there remains a real risk of their claims being dismissed. *See*, e.g., *Polkowski v. Jack Doheny Companies, Inc*., No. 2:25-CV-10516, 2025 WL 3079358, at *7 (E.D. Mich. Nov. 4, 2025) (granting motion to dismiss despite exposure on dark web). Plaintiffs were therefore confronted with the risk that some or all class members' claims could be dismissed at the outset, substantially reducing, or entirely eliminating, any potential recovery. The Settlement obviated this risk.

Similarly, during the mediation, Defendant argued that even if Plaintiffs' claims were sufficient to establish standing, Plaintiffs would still be vulnerable because each of Plaintiffs' claims require them to plead, and ultimately prove, cognizable damage based on OnePoint's

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[3] *Compare In re SuperValu, Inc*., 870 F.3d 763, 771–72 (8th Cir. 2017) (finding plaintiffs had "not sufficiently alleged a substantial risk of identity theft, and plaintiffs' allegations of future injury d[id] not support standing in this case."); *Beck v. McDonald,* 848 F.3d 262, 274 (4th Cir. 2017) (finding the plaintiffs' alleged injury from the elevated risk of identity theft was "too speculative" for Article III standing.); *Tsao v. Captiva MVP Rest. Partners, LLC*, 986 F.3d 1332, 1343 (11th Cir. 2021) (finding that "continuing increased risk" of identity theft—"[are] simply not enough" to confer standing.") *with Galaria v. Nationwide Mut. Ins. Co*., 663 F. App'x 384, 389 (6th Cir. 2016) (finding standing where plaintiffs "incurred costs to obtain protections—namely, credit freezes—that Nationwide recommended but did not cover."); *In re Anthem, Inc. Data Breach Litig*., No. 15-MD-02617, 2016 WL 3029783 ("Anthem I"), at *25 (N.D. Cal. May 27, 2016) ("[A] growing number of courts that have recognized that damages associated with time spent monitoring one's PII are recoverable."); *In re Fortra File Transfer Software Data Sec. Breach Litig*., 749 F. Supp. 3d 1240, 1259 (S.D. Fla. 2024) (explaining that "immutable data" such as names, birthdates, Medicare numbers, and health plan information is particularly valuable and supports finding an injury-in-fact); *In re Zappos.com, Inc.*, 888 F.3d 1020, 1027 (9th Cir. 2018) (stolen data, which included account numbers, passwords, and credit card information, was sufficiently sensitive to give rise to standing based on threat of identity theft).

alleged conduct. *See Spencerv. Woods*, 282 S.W.2d 851,852 (Ky. 1955) (Kentucky law precludes recovery for speculative or illusory damages.). While Plaintiffs maintain that their allegations sufficiently plead cognizable damages, there was no guarantee that the Court would agree. *See, e.g., Holmes v. Countrywide*, No. 5:08–CV–00205, 2012 WL 2873892, at *17–18 (W.D. Ky. July 12, 2012) (finding that despite claims of unauthorized uses of their personal information and costs related to credit monitoring and changing their phone number, plaintiffs' "injury was not recompensable under [Kentucky] law").

3. Causation and Traceability

Even if Plaintiffs were able to establish injury and damages, we expect that Defendant would vigorously contest traceability and causation. In particular, Defendant would argue that any alleged identity theft, fraud, or misuse of information could not be reliably traced to the specific incident at issue, as opposed to the numerous other data breaches and disclosures that affect consumers' information every year. Defendants in other cases have been successful with similar arguments on motions to dismiss, even where injury (such as dark web exposure) was established. *See*, e.g., *Polkowski*, 2025 WL 3079358, at *7 (E.D. Mich. Nov. 4, 2025) (granting motion to dismiss due to traceability issues).

These causation issues are especially acute in negligence-based data breach claims, like those alleged here, where Plaintiffs must plausibly allege and ultimately prove that Defendant's conduct was a proximate cause of the alleged injuries. Courts can be reluctant to permit such claims to move forward, at both the pleading and summary judgment stages, where plaintiffs cannot bridge the gap between a data incident and subsequent harms. *See* e.g., *Doe v. Mission Essential Grp., LLC*, No. 2:23-CV-3365, 2024 WL 3877530, at *7 (S.D. Ohio Aug. 20, 2024), appeal dismissed, No. 24-3815, 2024 WL 5165129 (6th Cir. Dec. 2, 2024) (finding no Article III standing despite plaintiff adequately alleging injury-in-fact because injury was not traceable to data breach).

Although Plaintiffs believe this issue should not result in dismissal at the pleadings stage, and that the evidence ultimately would have supported causation, they faced a non-trivial risk that these arguments would gain traction, either resulting in dismissal of claims or severely limiting the scope of recoverable damages, now or in later stages of the litigation.

4. Challenges with Certifying a Litigation Class

Plaintiffs also faced substantial risk at the class certification stage. Courts increasingly scrutinize proposed data breach classes for predominance and manageability, particularly where issues of injury and causation require individualized proof.

Here, Defendant likely would have taken the position that class members experienced widely divergent outcomes, ranging from no harm at all to potential financial losses, rendering class-wide treatment inappropriate. Defendant also likely would have claimed inability to formulate a viable class-wide damages model. Plaintiff classes in data breach class actions have faced hurdles at class certification (in the few cases that reach that stage of litigation) related to these and other or similar issues.[4] These issues would have been exacerbated in the present case

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[4] *See*, *Theus v. Brinker Int'l, Inc*., No. 3:18-CV-686-TJC-MCR, 2025 WL 1786346, at *4 (M.D. Fla. June 27, 2025) (denying certification following remand from Court of Appeal due to individualized issues predominating); *Maldini v. Marriott Int'l, Inc*., 140 F.4th 123, 138 (4th Cir. 2025) (decertifying class for a second time in data breach class action after district court recertified class on first remand); *In re Blackbaud, Inc., Customer Data Breach Litig*., No. 3:20-MN-02972-JFA, 2024 WL 2155221, at *24 (D.S.C. May 14, 2024) (denying certification on the basis that the "classes and sub-classes cannot be ascertained without significant individualized inquiry at a scale that is not administratively feasible for Plaintiffs"). Other courts have certified classes only after Plaintiffs significantly revised or narrowed their class definition. *See, Savidge*, 727 F. Supp. 3d at 696 (narrowing proposed class to only those individuals who had "an actual, present injury from the breach, or who otherwise incurred costs or lost time mitigating the risk of future harm resulting from that data breach."); *In re Accellion, Inc. Data Breach Litig*., No. 5:21-CV-01155-EJD, 2025 WL 2799102, at *15 (N.D. Cal. Sept. 30, 2025) (certifying only a nominal damages class).

given that many of the putative class members have deceased since the origination of this action, raising the novel issues of how to value the PII/PHI of deceased individuals and how to formulate a manageable damages model to address those individuals.[5] Because this case has now been settled pending Court approval, the Court need not be concerned with issues of manageability relating to trial. *See Amchem*, 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial.").

The risk of denial or decertification of a class would have dramatically undermined Plaintiffs' ability to obtain meaningful relief for absent class members and could have left most or all class members without any recovery. The Settlement here avoids this risk.

5. The Settlement Was Informed by Meaningful Discovery and Arm's-Length Negotiations

The Settlement was not the product of speculation or a premature compromise. Prior to reaching agreement, the parties engaged in initial and confirmatory discovery sufficient to evaluate the strengths and weaknesses of the claims and defenses, assess the scope of the Settlement Class, and inform the mediation process.

Due to the confidential nature of these discussions and the protections afforded by Federal Rule of Evidence 408, Plaintiffs cannot disclose all details of the information exchanged. However, discovery included, among other things, (1) a description of how the Data Incident occurred; (2) the number of employees and patients whose PII/PHI was exposed in the Data Incident; (3) a breakdown of the categories of PII and PHI exposed in the Data Incident; (4) a state-by-state

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[5] As discussed above, the Settlement avoids these concerns by limiting the Settlement Class to living persons affected by the data incident.

breakdown of the individuals whose information was exposed during the Data Incident; (5) the number of putative class members who Defendant had confirmed to be deceased; (6) the steps Defendant took in response to the Data Incident to secure its systems; (7) remedial measures Defendant has taken to improve its data security; and (8) information regarding the number of people who enrolled in the identity protection services offered by Defendant. Perhaps most importantly, the informal discovery included specific information about how Defendant determined the number of confirmed deceased putative class members and an extrapolated estimate of the total number of deceased putative class members. This information informed the parties' negotiations and was supplemented by mediation submissions and further discussions in connection with settlement.

The success of this process is also reflected in the fact that the proposed Settlement secures $2,115,000 for a Settlement Class that consists of potentially 528,452 members, which amounts to more than $4.00 per person. Importantly though, at the time the Parties participate in their mediation, Defendant presented evidence indicating that there were actually only around 265,997 living putative class members (with 262,455 individuals who could not be confirmed living and who appeared to potentially be deceased). To be conservative, Plaintiffs have presented the estimated Settlement Class size as the larger 528,452 number, but in all likelihood, the actual size is closer to 265,997 members. When using the estimated 265,997 class size, the $2,115,000 Settlement Fund amounts to a recovery of more than $7.95 per Settlement Class Member. Even using the optimistic 528,452 class size estimate, the chart below showcases the reasonableness of the result achieved here when compared with other data breach settlements:

Case Name	**Case Number**	**Settlement Amount**	**Class Size**	**Per Person**
In re: Wright & Filippis, LLC.	2:22-cv-12908-SFC-EAS	$2,900,000	877,584	$3.30
Smith et al v. Apria Healthcare LLC	1:23-cv-01003 (S.D. Ind.)	$6,375,000	1,869,598	$3.41
Ducrepin v. United Seating and Mobility, LLC	3:24-cv-545 (E.D. Tenn.)	$4,000,000	1,000,000	$4.00
In Re Henry Ford Health System Data Security Litigation	2:23-cv-11736 (E.D. Mich.)	$700,000	168,000	$4.17
Tormaschy et al. v. Panorama Eye Care, LLC	2024-CV-30509 (Colo. 8th Dist. Ct.)	$1,700,000	377,981	$4.50
Winstead v. ComplyRight, Inc.	1:18-CV-4990 (N.D. Ill.)	$3,025,000	665,689	$4.54
Madkin v. Automation Personnel Services, Inc.	2:21-cv-1177 (N.D. Ala.)	$1,370,000	299,253	$4.59
Cain et al. v. CGM, LLC	1:23-cv-02604 (N.D. Ga.)	$1,500,000	314,857	$4.76

Plaintiffs note, however, that over-attention to "comps" is oftentimes an unhelpful exercise, as settlement values are ultimately based on a litany of factors too vast to list, including class size, the jurisdiction and venue, potential statutory damages, insurance coverage levels, risk of insolvency, the types of information accessed, the procedural posture of the matter, the make-up of the class(es) and subclass(es), and even the risk aversion of the parties and their lawyers. The settlement here was, thus, specifically tailored to such factors throughout the mediation and negotiation processes, which were supported by exchanges of information that allowed Plaintiffs to realistically assess the litigation risks and other factors described above and to negotiate relief that reflects both the potential upside of continued litigation and the very real possibility that the class could recover little or nothing if the case were dismissed, narrowed, or denied class treatment.

II. NOTICE TO SETTLEMENT CLASS MEMBERS

Additionally, pursuant to the Court's Order, Class Counsel have updated the substance of the proposed Settlement Notices to resolve concerns raised by the Court. In particular, Class Counsel have revised the language to reflect the broader language of the Settlement, stating now that the Settlement Class is comprised of "[a]ll living individuals residing in the United States whose Private Information may have been accessed during the Data Incident, including those individuals who were sent a notice by OnePoint that their Private Information may have been impacted in the Data Incident." Further, the Long Form Notice now contains a more detailed explanation of the claims and injuries alleged by Plaintiffs in the Complaint, as well Defendant's position regarding such claims. These changes directly address the issues raised by the Court in its Order and satisfy the requirements of Fed. R. Civ. P. 23(c)(2)(B), and are reflected in **Exhibits 1 & 2** attached hereto.[6]

III. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court (1) grant Preliminary Approval of the Settlement; (2) certify the Settlement class pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (3) direct Notice to the Settlement Class; and (4) set a Final Approval Hearing.

Dated: February 3, 2026.

Respectfully Submitted,

/s/ Leslie Pescia
Leslie Pescia
Tyler J. Bean*

[6] The Parties agree that the revised notices, attached hereto, and will replace the previous versions and are hereby incorporated into the proposed Settlement Agreement.

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Interim Co-Lead Class Counsel

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CERTIFICATE OF SERVICE

I hereby certify that on February 3, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Leslie Pescia
Leslie Pescia

EXHIBIT 1
(POSTCARD NOTICE)

Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

BARCODE NO-PRINT ZONE

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

Court-Approved Legal Notice

If your Private Information was potentially accessed in the Data Incident involving OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC, that took place on or about August 8, 2024, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

This notice is a summary. Learn more about the Settlement at www.XXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

<<UNIQUEID>>

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

A $2,115,000.00 settlement has been reached in a class action lawsuit against OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC ("Defendant") involving a Data Incident that took place on or about August 8, 2024, involving the Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members' Private Information. The Private Information involved includes information collected by Defendant, directly or indirectly, pertaining to its current and former patients, including, but not limited to, names, addresses, facility location, and medical information.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States whose Private Information may have been accessed during the Data Incident, including those individuals who were sent a notice by OnePoint that their Private Information may have been impacted in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online at www.XXX.com, or by mail postmarked by **Month XX, 20YY,** for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $3,500.00 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of $100.00 – no supporting documentation required;

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Data Security Enhancements: Defendant is implementing additional security measures following the Data Incident.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release all claims against the Defendant and Released Parties related to the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and any objections. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website to confirm the date and time of the hearing have not changed. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

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CLAIM FORM

Claims must be postmarked or submitted online no later than Month Day, 20YY.

*First Name: *MI: *Last Name:

*Address:

*City: *State: *ZIP Code:

*Email Address

Cash Payment A – Documented Losses: Claims for reimbursement of documented losses requiring documentation must be submitted online at www.XXXX.com or mailed to OnePoint Data Incident, Settlement Administrator, P.O. Box XXXX, Portland, OR 97XXX-XXXX.

Cash Payment B – Alternate Cash Payment: Instead of Cash Payment A (Documented Losses), you may elect to receive an alternate cash payment in the estimated amount of $100 – no supporting documentation required. Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

☐ By checking this box, I affirm I want to receive an alternate cash payment.

Payment Selection (select only one): ☐ Check ☐ Digital Payment (Sent to the email address provided above)

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my recollection. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: **Date:**

BARCODE
NO-PRINT
ZONE

PLACE
STAMP
HERE

OnePoint Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT 2
(LONG FORM NOTICE)

If your Private Information was accessed in the Data Incident involving OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC, that took place on or about August 8, 2024, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

A Court authorized this Notice. This is <u>not</u> a solicitation from a lawyer.

- A $2,115,000.00 settlement has been reached in a class action lawsuit against OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC ("Defendant") involving a Data Incident that took place on or about August 8, 2024, involving the Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members' Private Information. The Private Information involved includes information collected by Defendant, directly or indirectly, pertaining to its current and former patients, including, but not limited to, names, addresses, facility location, and medical information.
- Plaintiffs filed a class action lawsuit against Defendant as a result of the Data Incident, which alleges injuries such as lost privacy, diminution in value of the compromised Private Information, and lost time spent responding to and attempting to mitigate the negative effects of the Data Incident on their lives. The claims brought in the lawsuit include negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of fiduciary duty, and declaratory and injunctive relief. Defendant denies any and all liability arising from these claims, and takes the position that (i) Defendant did not breach any legal duties and was itself the victim of criminal actions in the Data Incident; and (ii) Plaintiffs' claims are not suited to class-wide treatment.
- The Settlement Class includes: all living individuals residing in the United States whose Private Information may have been accessed during the Data Incident, including those individuals who were sent a notice by OnePoint that their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

  <u>Cash Payment A – Documented Losses</u>: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $3,500.00 per Settlement Class Member;

  OR

  <u>Cash Payment B – Alternate Cash</u>: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of $100.00;

  Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

  If you submit a claim for Cash Payment A and the Settlement Administrator determines your claim to be invalid, your claim will automatically be converted to a Cash Payment B.

  <u>Information Security Enhancements:</u> Defendant is implementing additional security measures following the Data Incident.

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

Your Legal Rights & Options	Deadline

Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: **MONTH DD, 20YY**
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: **MONTH DD, 20YY**
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Honorable Rebecca Grady Jennings of the United States District Court for the Western District of Kentucky is overseeing this class action. The lawsuit is known as *Christopher Russo v. OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC*, Case No. 3:24-cv-00649-RGJ ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the company sued, OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC, is called the "Defendant."

2. What is this lawsuit about?

The Plaintiffs filed a class action lawsuit against Defendant as a result of the Data Incident, which alleges injuries such as lost privacy, diminution in value of the compromised Private Information, and lost time spent responding to and attempting to mitigate the negative effects of the Data Incident on their lives. The claims brought in the lawsuit include negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of fiduciary duty, and declaratory and injunctive relief. Defendant denies any and all liability arising from these claims, and takes the position that (i) Defendant did not breach any legal duties and was itself the victim of criminal actions in the Data Incident; and (ii) Plaintiffs' claims are not suited to class-wide treatment.

Instead of litigating these issues, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States whose Private Information may have been accessed during the Data Incident, including those individuals who were sent notice by OnePoint that their Private Information may have been impacted in the Data Incident.

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

Yes. Excluded from the Settlement Class are all persons who are: (a) parents, subsidiaries, directors and officers of Defendant, and any entity in which Defendant has a controlling interest; (b) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; (c) all persons who submit a timely and valid Request for Exclusion from the Settlement Class; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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

If you are still not sure whether you are a Settlement Class member, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to $3,500.00 per Settlement Class Member.

Examples of expenses incurred as a result of the Data Incident, include (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the medical monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be converted to a Cash Payment B.

Cash Payment B – Alternate Cash

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of $100.00.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund, as further explained in Section V of the Settlement Agreement accessible on the Settlement Website. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Information Security Enhancements

Defendant is implementing additional security measures following the Data Incident.

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

OnePoint Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

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 writing to:

OnePoint Data Incident Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own related to the legal claims in this lawsuit or 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.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1) Your name, mailing address, telephone number, and email address (if any);
2) Your personal physical signature; and
3) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *Christopher Russo v. OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC*."

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

OnePoint Data Incident
Settlement Administrator

PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class members or multiple Settlement Class members will not be allowed.

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

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, <u>and</u> send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Christopher Russo v. OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC*, Case No. 3:24-cv-00649-RGJ.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1) Your full name, mailing address, telephone number, and email address (if any);
2) The case name and case number, *Christopher Russo v. OP Pharmacy, LLC a/k/a OnePoint Patient Care, LLC*, Case No. 3:24-cv-00649-RGJ;
3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice you received;
4) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
5) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
6) The identity of all lawyers representing you in connection with the objection (if any), including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and

Service Awards;

7) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
8) The identity of all lawyers (if any) representing you as an objector, and whether they will appear at the Final Approval Hearing;
9) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
10) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
11) Your signature as the objector (a lawyer's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's lawyer.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Clerk U.S. District Court Western District of Kentucky 601 W. Broadway Louisville, KY 40202	Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy., Suite. 700 Oklahoma City, OK 73108 abm@murphylawfirm.com Tyler J. Bean SIRI GLIMSTAD LLP 745 5th Avenue, Suite 500 New York, NY 10151 tbean@sirillp.com	Casie D. Collignon BAKER & HOSTELER LLP 1801 California Street, Suite 4400 Denver, CO 80202 Mattew Stewart BAKER & HOSTELER LLP 312 Walnut Street, Suite 3200 Cincinnati, OH 45202	OnePoint Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

	Andrew W. Ferich AHDOOT & WOLFSON PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 aferich@ahdootwolfson.com		

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., A. Brooke Murphy of Murphy Law Firm, Tyler J. Bean of Siri & Glimstad LLP, and Andrew W. Ferich of Ahdoot & Wolfson PC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to $2,500.00 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Rebecca Grady Jennings at the Gene Snyder United States Courthouse, 601 West Broadway, Louisville KY 40202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

<u>Note</u>: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend 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 file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, may hear objections at the hearing.

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

OnePoint Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re OnePoint Patient Care, LLC Data Breach Litigation	CASE NO. 3:24-CV-0649-RGJ

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs' Motion for Preliminary Approval[1] and Supplemental Motion in Support of Motion for Preliminary Approval, the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant. Having fully considered the Motion for Preliminary Approval and Memorandum, as well as the Supplemental Motion in Support of Motion for Preliminary Approval, the Court hereby **GRANTS** the Motions for Preliminary Approval and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Agreement provides for a Settlement Class defined as follows:

> All living individuals residing in the United States whose Private Information may have been accessed during the Data Incident, including those individuals who were sent a notice by OnePoint that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) officers, directors, and agents of OnePoint; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff. It is estimated that there are 528,452 persons potentially in the Settlement Class.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is

[1] All capitalized terms herein have the same meaning those defined in Section II of the Settlement Agreement attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Memorandum"), Dkt. No. 30-2.

justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action 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 Action.

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

The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that Tyler J. Bean of Siri & Glimstad LLP, A. Brooke Murphy of Murphy Law Firm, Andrew W. Ferich of Ahdoot & Wolfson, PC, and Jeff Ostrow of Kopelowitz Ostrow P.A. will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the

Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on ____________________, 2026, at ______ AM/PM, at the United States District Court, 601 W. Broadway, Louisville, KY 40202, or virtually at the Court's discretion, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) the Court should reaffirm the appointment of Class Counsel, the Class Representatives, and the Settlement Administrator; (d) this Action should be dismissed with prejudice pursuant to the terms of the Agreement; (e) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Agreement; and (f) to sustain or overrule timely objections, if any; and (g) to approve Class Counsel's Application for Attorneys' Fees and Costs, and Service Awards.

6. **Settlement Administrator**. The Court appoints Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator, with responsibility for the provision of the Notice and Settlement administration. The Settlement Administrator is directed to perform all tasks the Agreement requires. The Settlement Administrator's fees will be paid out of the Settlement Fund.

7. **Notice**. The proposed Notice Program with corresponding Notices and Claim Process and Claim Form are hereby approved. Non-material modifications to the Notice and Claim Form may be made by the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class 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 opt-out of the proposed Settlement and other rights under the terms of the Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meets the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the Notice provided for in the Settlement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice Program in conformance with the terms of the Settlement.

9. **Class Action Fairness Act Notice**. Within 10 days after the filing of this Settlement with the Court, the Settlement Administrator acting on behalf of Defendants shall have

served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act, 28 U.S.C. § 1715(b).

10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must include the Settlement Class Member's name, address, telephone number, and e-mail address (if the Settlement Class Member has one), stating that the Settlement Class Member requests exclusion from the Settlement Class, include a statement indicating a request to be excluded from the Settlement Class, and must be signed by the Settlement Class Member. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is to be 30 days prior to the initial scheduled Final Approval Hearing, and as stated in the Notice.

A complete list of all Settlement Class Members who submitted timely, valid exclusion requests (opt-outs) will be filed with the Court as part as an exhibit to the Final Approval Order.

If a Final Approval Order and final judgment are entered, all individuals falling within the definition of the Settlement Class who do not request to opt-out of the Settlement Class shall be bound by the terms of this Settlement and the Final Approval Order and final judgment. All Settlement Class members who submit valid and timely notices of their intent to opt-out of the Settlement Class will not receive any of the Settlement Class Member Benefits or be bound by the terms of the Settlement.

11. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written request to opt-out) desiring to object to the Settlement may submit a timely written notice of his or her objection by the Objection deadline and as stated in the Notice. The Long Form

Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement to send their written objections to the Settlement Administrator at the address indicated in the Long Form Notice, and to the attorneys for the Parties at their addresses specified in the Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections which shall be 30 days prior to the initial scheduled Final Approval hearing. Any such notices of an intent to object to the Settlement must be written and must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Further, Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing file with the Court, and shall serve on Class Counsel and Defendant's Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Objection deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Action. The provisions stated in Section VIII of the Settlement are the exclusive means for any challenge to the Settlement. Any challenge to the Settlement, the Final Approval Order or final judgment to be entered upon Final Approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process**. The Parties have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Administrator will be responsible for effectuating the Claims Process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. 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, including the releases contained therein.

13. **Termination of the Settlement**. This Preliminary Approval 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 before the Court entered this Preliminary Approval Order and before they entered the Settlement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) 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*.

If Defendant voids the Settlement according to its terms, Defendant will be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees and costs expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

14. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Approval Order is not entered or there is no Effective Date and shall not be construed or used

as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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 Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement.

17. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

Grant of Preliminary Approval	
Defendant provides Class List to Settlement Administrator	10 days following Preliminary Approval
Notice begins	30 days after Preliminary Approval
Notice ends	45 days before the initial scheduled Final Approval Hearing

Class Counsel's Motion for Final Approval inclusive of the Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 Days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 Days before the initial scheduled Final Approval Hearing
Claims Deadline	15 days following the initial scheduled Final Approval Hearing
Final Approval Hearing	________________, 2026, at_____AM/PM (No earlier than 100 days after Preliminary Approval)

SO ORDERED THIS ______ DAY OF ____________________________, 2026.

____
Hon. Rebecca Grady Jennings
United States District Court Judge