Exhibit A

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, Margaret O'Grady, Mayra Esquivel and her minor son, E.N., on behalf of themselves and all others similarly situated, Plaintiffs, v. Yuma Regional Medical Center, Defendant.	Lead Case No. 2:22-cv-01061-PHX-SMB **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, and Margaret O'Grady, individually and on behalf of the Settlement Class[1], by and through Class Counsel (as defined below), and Defendant Yuma Regional Medical Center ("Defendant" or "YRMC"), in order to effect a full and final settlement and dismissal with prejudice of all claims against YRMC alleged in the litigation *Dillon Clarke, et al., v. Yuma Regional*

[1] Capitalized terms herein not otherwise defined in text have the meaning attributed to them in Section 1, below.

Medical Center, Case No. 2:22:cv-01061-PHX-SMB in the United States District Court for the District of Arizona on the terms set forth below and to the full extent reflected herein.

I. RECITALS

1. The Litigation

On April 25, 2022, YRMC, a 406-bed, not-for-profit hospital established in 1964, identified a cyberattack of its internal systems. Plaintiffs allege that as a result of the attack, cybercriminals gained access to YRMC's files and systems from April 21, 2022 to April 25, 2022 (the "Data Incident"). Plaintiffs allege that the names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC of approximately 720,217 current and former patients may have been impacted in the Data Incident.

Following the Data Incident, YRMC mailed notification letters to approximately 720,217 individuals whose information may have been implicated in the Data Incident. Following the Data Incident and YRMC's notifications, Plaintiffs filed various putative class actions which have been consolidated into the above captioned matter.

The Parties attended mediation with Bruce Friedman, an experienced class action mediator on May 29, 2026. Following a full-day mediation, the Parties were able to reach an agreement on all the principal terms of settlement for this matter.

In the months following, the Parties continued to negotiate the finer terms of the Settlement of all claims asserted, or which could have been asserted in the Lawsuit, the full and final terms of which are documented herein.

2. Claims of Plaintiffs and Benefits of Settling

Plaintiffs believe that the claims asserted in the Lawsuit, and as set forth in the Complaint, have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against YRMC through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risks of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel and Plaintiffs' Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability

YRMC denies each and all of the claims and contentions alleged against it in the Lawsuit. YRMC denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, YRMC has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the

terms and conditions set forth in this Settlement Agreement. YRMC has taken into account the uncertainty and risks inherent in any litigation. YRMC has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and YRMC that, subject to the approval of the Court, the Lawsuit and the Released Claims shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the 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, as follows:

1. DEFINITIONS.

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

1.1 *"**Business Days**"* means calendar days not including Saturday, Sunday, or federal holidays.

1.2 *"**Claim Deadline**"* means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) days from the date Notice is mailed to Settlement Class Members and shall be the last day by which a Claim

Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement benefits.

1.3 *"**Claim Form(s)**"* means the forms, attached as Exhibit C to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Forms shall require an actual or electronic sworn signature but shall not require a notarization.

1.4 *"**Class Counsel**"* means Jean S. Martin of Aylstock, Witkin, Kreis & Overholtz, PLC and Bryan L. Bleichner of Chestnut Cambronne, PA.

1.5 *"**Complaint**"* means the First Amended Consolidated Class Action Complaint filed by Plaintiffs in the Lawsuit on December 13, 2024 (Dkt. 83).

1.6 *"**Court**"* means the United States District Court for the District of Arizona.

1.7 *"**Data Incident**"* means the means the cyberattack incident allegedly involving Plaintiffs' and Settlement Class Members' Private Information that YRMC sent notice of on or about June 9, 2022.

1.8 *"**Defendant's Counsel**"* means Paul G. Karlsgodt, Sarah A. Ballard, and Keeley O. Cronin of Baker & Hostetler LLP.

1.9 *"**Effective Date**"* means the date defined in Section 14.1 of this Settlement Agreement.

1.10 *"**Escrow Account**"* means the Settlement Fund, which will be deposited with EisnerAmper LLP ("EAG").

1.11 *"**Final**"* means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Approval Order and Judgment; and (c) either: (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys' fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12 *"**Final Approval Hearing**"* means the hearing in the Lawsuit at which the Court considers final approval of this Settlement, including Class Counsel's application for attorneys' fees, costs, and Service Awards, and the entry of the Final Approval Order and Judgment.

1.13 *"**Final Approval Order" or "Final Approval Order and Judgment**"* means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing, which is substantially similar to Exhibit E to this Settlement Agreement.

1.14 *"**Lawsuit**"* means the lawsuit, styled *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (originally styled as *Brittany Johnson, et al. v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB), pending in the United States District Court for the District of Arizona.

1.15 *"**Notice**"* means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, including Exhibit A and Exhibit B attached to this Settlement Agreement.

1.16 *"**Notice and Settlement Administration Costs**"* means actual and reasonable costs associated with or arising from providing Notice to Settlement Class Members and performing Settlement Administration in connection with the Settlement.

1.17 *"**Notice Deadline**"* means thirty (30) days after entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice to all Settlement Class Members whose addresses are known to YRMC.

1.18 *"**Notice Program**"* means the notice program described in Section 5.

1.19 *"**Objection Deadline**"* means the final day on which a Settlement Class Member may submit an Objection, which is sixty (60) days after the Notice Deadline.

1.20 *"**Opt-Out Deadline**"* means the final day on which a Settlement Class Member may submit an Opt-Out Request, which is sixty (60) days after the Notice Deadline.

1.21 *"**Opt-Out Request**"* means a written request that a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.22 *"**Parties**"* means Plaintiffs, individually and on behalf of the Settlement Class, and YRMC.

1.23 *"**Person**"* means an individual.

1.24 *"**Plaintiffs**" or "**Settlement Class Representatives**"* means Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady.

1.25 *"**Plaintiffs' Counsel**"* means counsel who represented plaintiffs in related actions that were subsequently consolidated into this Litigation.

1.26 *"**Preliminary Approval Order**"* means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, which is substantially similar to Exhibit D to this Settlement Agreement.

1.27 *"**Private Information**"* means Personally Identifiable Information ("PII") and Protected Health Information ("PHI") and includes, but is not limited to, names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC.

1.28 *"***Pro Rata** ***Monetary Payment**"* means the monetary Settlement payment as described in more detail in Section 3.3 below that Settlement Class Members will receive from the Settlement Fund if they submit a valid Claim Form.

1.29 *"**Released Claims**"* means any and all claims, demands, rights, or causes of action of any type or nature whether legal, equitable, statutory, based on the common law, or otherwise, whether individual, class, direct, representative or otherwise, for damages, losses, penalties, attorney's fees, or any other type of remedy or relief be it monetary or injunctive, existing or potential, accrued or unaccrued, suspected or unsuspected, that were asserted in the Lawsuit or are reasonably related to the facts and claims alleged in the Lawsuit, including any Unknown Claims. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of

members of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.30 *"**Released Persons**"* means YRMC, including its past, present, and future parents, subsidiaries, divisions, predecessors and successors, affiliates, assigns, and related corporate entities, and each of their respective past, present, and future officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, attorneys, insurers, reinsurers, agents, and assigns, and any person acting on YRMC's behalf, in their capacity as such.

1.31 *"**Releasing Persons**"* means (i) Plaintiffs and each Settlement Class Member who does not timely opt out of the Settlement, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, 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 and and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns who will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the

Released Claims. The release set forth in the preceding sentence ("Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

1.32 *"**Residual Funds**"* means any funds that remain in the Settlement Fund after Settlement payments have been distributed and the time for cashing and/or redeeming Settlement payments has expired. The Residual Funds will be distributed *pro rata* to Settlement Class Members who cashed or reedeemed their Settlement payments, provided that the amount of Residual Funds is sufficient to cover the cost of issuing such payments. If there are not sufficient Residual Funds to cover the cost of issuing such payments, they will be sent to a mutually agreed upon *cy pres* recipient, subject to the Court's approval.

1.33 *"**Service Award**"* means compensation that may be awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this Lawsuit, not to exceed $2,500 for each Settlement Class Representative, which is in addition to any Valid Claim for Settlement benefits.

1.34 *"**Settlement**"* means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.35 *"**Settlement Administration**"* means providing notice of the Settlement to Settlement Class Members and governmental entities, including notice required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b), the processing of claims, requests for exclusions and Objections and payment of

Valid Claims received from Settlement Class Members by the Settlement Administrator.

1.36 *"**Settlement Administrator**"* means EAG or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the Parties and approved by the Court.

1.37 "***Settlement Agreement***" means this Settlement Agreement, including all exhibits hereto.

1.38 *"**Settlement Class**"* means: All living individuals who were sent notice of the Data Incident. Excluded from the Settlement Class are: (i) YRMC and its officers, directors, and agents, and any entity which has a controlling interest; (ii) governmental entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and immediate family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.

1.39 *"**Settlement Class Member[s]**"* means all persons who fall within the definition of the Settlement Class.

1.40 *"**Settlement Fund**"* means the non-reversionary sum of one million nine-hundred-eighty-five thousand dollars ($1,985,000) to be paid by Defendant or

its insurer as specified in this Agreement, including any interest accrued thereon after payment, this being the full and complete extent of Defendant's obligations with respect to the Settlement but for any remedial business practice changes agreed to by the Parties. The Settlement Fund will be established by the Settlement Administrator pursuant to 26 C.F.R. § 1.468B-1 at EAG, in which Defendant will deposit $1,985,000 in settlement funds and from which all monetary compensation to the Settlement Class and attorneys' fees and expenses, Notice and Settlement Administration Costs, and Service Awards shall be paid, including the cost of any CAFA Notice. The Settlement Administrator will utilize funds from the Settlement Agreement to make payments in this order; (1) Notice and Settlement Administration Costs; (2) attorneys' fees and litigation expenses; (3) Service Awards; (4) Valid Claims for Medical Monitoring; (5) Valid Claims for Documented Losses; and (6) Valid Claims for Pro Rata Monetary Payments.

1.41 *"**Settlement Website**"* means a dedicated website created and maintained by the Settlement Administrator which will contain relevant documents and information about the Settlement, as agreed upon between the Parties, including this Settlement Agreement, Notice, and Claim Form, Preliminary Approval Order, application for attorneys' fees, costs, and Service Awards, and Final Approval Order and Judgment, among other things, and include the ability to submit Claim Forms online.

1.42 *"**United States**"* includes all fifty (50) states, the District of Columbia, and all territories.

1.43 *"**Unknown Claims**"* means any of the Released Claims that any member of the Settlement Class, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other members of the Settlement Class shall be deemed to have, and by operation of the Final Approval Order and 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.

Members of the Settlement Class, 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 member of the Settlement Class shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The settling Parties acknowledge, and members of the Settlement Class shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged that the foregoing waiver is a material element of the Settlement Agreement of which this Release is a part.

1.44 *"**Valid Claim**"* means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Deadline, or, if submitted online, submitted by 11:59 p.m. Mountain time on the Claim Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to

questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's deficiency notice may result in a determination that the claim is not a Valid Claim.

2. CLASS CERTIFICATION.

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, YRMC agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, YRMC stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this

Settlement Agreement, YRMC shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

3.1 Subject to the terms of this Settlement Agreement, YRMC shall fund a non-reversionary Settlement Fund in the amount of $1,985,000. Thirty (30) days after entry of the Preliminary Approval Order, and upon YRMC's receipt of (i) an invoice and (ii) wiring instructions, including contact information for an individual who will provide voice verification of the instructions, and a W-9, and YRMC's completion of same voice verification, YRMC will deposit $750,000 of the Settlement Fund into the Escrow Account, which shall be available to cover the Notice and Settlement Administration Costs incurred prior to entry of the Final Approval Order and Judgment. YRMC shall pay the balance of the Settlement Fund, $1,235,000, into the Escrow Account thirty (30) days after the Effective Date. From the Settlement Fund, the Settlement Administrator shall pay all Notice and Settlement Administration Costs; all Valid Claims; any Service Awards to the Settlement Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under this Settlement Agreement. The Settlement Administrator shall be responsible for all tax filings with respect to the Settlement Fund.

3.2 Cash Payment A (Documented Out-of-Pocket Losses): All Settlement Class Members may submit a claim for a cash payment for up to $4,000.00 per Settlement Class Member upon presentment of documented out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to being the victim of fraud and/or identity theft and incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Documentation supporting the claim can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents or receipts, personal certifications, declarations, or affidavits are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity, context, or support for other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable

documentation supporting a loss, or if their claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected.

3.3 Cash Payment B (*Pro Rata* Monetary Payment): All Settlement Class Members may claim a *Pro Rata* Monetary Payment from the Settlement Fund by electing Cash Payment B on the Claim Form. The *Pro Rata* Monetary Payment will be calculated by dividing the amount available from the Settlement Fund after the deduction of any Notice and Settlement Administration Costs, attorneys' fees, litigation expenses, Service Awards, Valid Claims for Medical Monitoring, and Valid Claims for Cash Payment A by the number of Settlement Class Members who submit Valid Claims under the Settlement. If any monies remain in the Settlement Fund more than one hundred twenty (120) days after the distribution of *Pro Rata* Monetary Payments to Settlement Class Members who have submitted valid Claim Forms, such funds will be Residual Funds under this Agreement and will be distributed as outlined in Section 1.32.

3.4 Medical Data Monitoring: In addition to submitting a claim for either or both Cash Payment A and Cash Payment B, all Settlement Class Members will automatically receive one year of Medical Data Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

3.5 Remedial Measures. Separate from and in addition to the Settlement Fund, Defendant, upon request, agrees to provide written confidential confirmation

to Plaintiffs' Counsel of the information security improvements and measures it has implemented following the Data Incident. Costs associated with these data security measures have been or shall be paid by Defendant separate and apart from the Settlement Fund. Specifically, as a result of the Data Incident, Defendant has committed more than $750,000 towards data security enhancements to help better protect patient information moving forward. Due to the highly confidential nature of the security measures implemented they are not outlined herein, however, Defendant has agreed to provide an overview of the practices implemented and the costs of these practices to the Court for review *in camera* up on request.

3.6 Claim Deadline. The Parties agree that the deadline for submitting claims will be set at a date certain no more than ninety (90) days from the Notice Deadline.

3.7 The Settlement Administrator will provide information to YRMC regarding Valid Claims, including all documentation to substantiate the claim upon request. YRMC shall have up to five (5) Business Days after being provided this information to dispute any approved claim.

3.8 The Settlement Administrator will make a final and binding determination regarding any disputed claim by a Settlement Class Member.

3.9 The entire Settlement is subject to Court approval. The Effective Date for the Settlement is defined in Paragraph 14.1.

4. SETTLEMENT ADMINISTRATION.

4.1 All reasonable Notice and Settlement Administration Costs will be paid from the Settlement Fund.

4.2 The Parties have agreed to request that the Court appoint EAG as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Class Counsel and Defendant's Counsel shall agree on the information and documents to be posted on the Settlement Website before the information/documents are posted to the site.

4.5 The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and

subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall within ten (10) days after the filing of the motion seeking preliminary approval of the Settlement, acting on behalf of YRMC, have served or cause to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline. Claim Forms submitted via U.S. mail who elected an e-payment option will be sent an email to the email address provided on their claim form to verify and select the e-payment option of their choice.

4.7 The Settlement Administrator will review and evaluate each Claim Form for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the claimant: (1) is a Settlement Class Member; and (2) has submitted a valid Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until one hundred and eighty (180) days after the Effective Date. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel and/or Defendant's Counsel to the extent requested or necessary to resolve Settlement Administration issues pursuant to this Settlement Agreement. Defendant or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall mail or otherwise provide payment for Valid Claims within sixty (60) days of the Effective Date, or within sixty (60) days of the date that the Claim is approved, whichever is later.

4.11 Payment for Valid Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12 Any checks issued under this Section shall be void if not negotiated within ninety (90) days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this Section that are not negotiated within ninety (90) days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this Section before it becomes void, 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 under the Settlement

shall be extinguished, and YRMC shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Section 3 or to make any other type of monetary relief to the Settlement Class Member. Such a Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, Plaintiffs' Counsel and Defendant's Counsel. The Settlement Administrator is authorized to and shall provide to Class Counsel and Defendant's Counsel upon request information regarding Valid Claims including all documentation supporting Valid Claims.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) U.S. mail or email; and (2) notice on the Settlement Website.

5.3 Within ten (10) days of the entry of the Preliminary Approval Order, YRMC shall provide the Settlement Administrator with the names and physical or electronic mailing addresses of the Settlement Class Members whose mailing addresses are known to YRMC. The Settlement Administrator shall, by using the

National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Notice in 3 to all Settlement Class Members whose addresses are known to YRMC by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a customary form of short notice to be sent to Settlement Class Members ("Short Form Notice") in a form substantially similar to that attached hereto as Exhibit A. Before Notices are mailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to or on the same day as the commencement of mailing or emailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website, which will include published therein a customary long form of notice ("Long Form Notice") in a form substantially similar to the one attached hereto as Exhibit B. The Settlement Administrator shall also cause the Complaint, the Short Form Notice, and the Claim Form, as approved by the Court, as well as this Settlement Agreement, to be made available to Settlement Class Members via the Settlement Website through the use of log-in credentials. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and/or Plaintiffs' Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until ninety (90) days after the Effective Date.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program, to be filed with the Court concurrently with the motion for final approval of the Settlement.

5.11 The Settlement Fund shall be used to pay the entirety of the Notice and Settlement Administration Costs in accordance with the Preliminary Approval Order.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within the Opt-Out Period, the Settlement Class Member personally signs and timely completes and mails an Opt-Out Request to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the last day of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-day period beginning on the Notice Deadline.

6.4 For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) contain the name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.); (b) state his or her full name, address, and telephone number; (c) contain the Settlement Class Member's personal signature (or the signature of a person previously authorized by law, such as a trustee, guardian, or Person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (d) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Class Counsel and Defendant's Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Section 6.4, above, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon,

regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Section 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the Person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

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

6.8 Within fourteen (14) days after the Opt-Out Period, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Opt-Out Requests.

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her Objection ("Objection") by the Objection Deadline.

7.2 To be timely, an Objection must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Class Counsel and Defendant's Counsel at addresses set forth in the Notice no later than sixty (60) days after the Notice Deadline. The deadline for filing Objections shall be included in the Notice.

7.3 For an Objection to be considered by the Court, the Objection must set forth each of the following:

a. The name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.);

b. The objector's full name, mailing address, telephone number, and email address (if any);

c. Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received;

d. All grounds for the Objection, accompanied by any legal support for the Objection known to the objector or objector's counsel;

e. 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;

f. 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;

g. Whether the objector and/or objector's counsel will appear at the Final Approval Hearing and/or testify at the Final Approval Hearing;

h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection (if any);

i. A statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the Objection; and

j. The objector's signature (an attorney's signature is not sufficient).

7.4 Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents. Failure to comply with each and every requirement

herein will result in an Objection being overruled on procedural grounds without consideration for the merits of the Objection.

7.5 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section.

8. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS.

8.1 Plaintiffs will request Service Awards in an amount not to exceed two thousand five hundred dollars ($2,500.00) to each of the Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the Lawsuit and commitment on behalf of the Settlement Class. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

8.2 Class Counsel will petition for attorneys' fees in an amount not to exceed $825,000, to Class Counsel and reimbursement of reasonable litigation costs and expenses. Class Counsel will not request an award of attorneys' fees

exceeding these amounts. The attorneys' fees and costs will be paid from the Settlement Fund.

8.3 Class Counsel will file the application with the Court for the Service Awards and attorneys' fees and costs no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline, unless otherwise ordered by the Court.

8.4 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Class Counsel, or Plaintiffs, shall affect whether the Final Approval Order and Judgment is Final, or whether the Parties will cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

8.5 If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any attorneys' fees and costs and any Service Awards for the Settlement Class Representatives, as set forth in Sections 8.1 and 8.2, in the amounts awarded by the Court within thirty (30) days after the Effective Date.

Payment will be made to accounts designated by Class Counsel. Class Counsel shall have sole discretion in allocating attorneys' fees and expenses to Plaintiffs' Counsel including considering each of Plaintiffs' Counsel time and expenses devoted to the prosecution of this case for the benefit of the Class.

9. NOTICES.

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
bbleichner@chestnutcambronne.com

Paul G. Karlsgodt
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, Colorado 80202
pkarlsgodt@bakerlaw.com

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement, 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, which:

a. Preliminarily approves this Settlement Agreement;

b. Certifies the Settlement Class for settlement purposes only pursuant to Section 2;

c. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to Settlement Class Members;

d. Appoints the Settlement Administrator in accordance with the provision outlined herein;

e. Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

f. Approves the Short Form Notice and Long Form Notice, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

g. Approves a Claim Form substantially similar to that attached hereto as Exhibit C, and directs the Settlement Administrator to conduct

Settlement Administration in accordance with the provisions of this Settlement Agreement;

h. Approves the opt out and Objection procedures as outlined in this Settlement Agreement;

i. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

j. Appoints Class Counsel;

k. Appoints Plaintiffs as the Settlement Class Representatives; and

l. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. FINAL APPROVAL HEARING.

11.1 Class Counsel and Defendant's Counsel shall request that, after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of final approval of the Settlement no later than fourteen (14) days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their brief in support of attorneys' fees, costs, and Service Awards no later than fourteen (14) days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Approval Order and Judgment in substantially the same form as Exhibit E attached hereto.

11.5 If and when the Final Approval Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to Exhibit D attached hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E attached hereto); or

c. The Final Approval Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that more than 150 Settlement Class Members have opted out, YRMC may, by notifying Class Counsel, in writing, void this Settlement Agreement within five (5) Business Days from the date the Settlement Administrator provides YRMC with written notice of the final number of Opt-Outs.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within five (5) Business Days of the occurrence of the condition permitting termination. The Party who elects to terminate this Settlement Agreement shall be exclusively responsible for its own attorney's fees and costs incurred related to the negotiation and preparation of this Settlement Agreement, and payment of the Settlement Administrator's costs/fees incurred up to the point of termination.

12.4 Nothing shall prevent Plaintiffs or YRMC from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*; (iii) YRMC shall be responsible for all Notice and Settlement Administration Costs incurred prior to the termination or disapproval except as outlined in Section 12.3; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) YRMC shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

13. RELEASE.

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against YRMC or any Released Persons with respect to the Released Claims.

13.2 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, pursuing, 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.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiffs.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and

all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Approval Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses YRMC or other Released Persons may have against Plaintiffs, the Settlement Class Members, Class Counsel, Plaintiffs' Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. EFFECTIVE DATE.

14.1 The Effective Date of this Settlement Agreement shall be five (5) days after the date when each and all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above;

e. The Final Approval Order and Judgment has become Final; and

f. The time for any appeal of the Final Approval Order and Judgment has expired.

15. MISCELLANEOUS PROVISIONS.

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2 The Parties: (i) acknowledge that it is their intent to consummate this 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.

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of YRMC or the Released Persons or any admission by YRMC or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by YRMC or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Class Counsel, YRMC, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any Court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning

any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.9 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The 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 Lawsuit was brought or defended

in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 This Settlement Agreement shall be construed under and governed by the laws of Arizona without regard to its choice of law provisions.

15.13 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall

not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to YRMC or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.16 All dollar amounts are in United States Dollars (USD).

15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.18 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other

than the warranties and representations expressly made in this Settlement Agreement.

15.19 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed.

Dated: ___ __, 2026

/s/ _____
Paul G. Karlsgodt
BAKER & HOSTETLER LLP
Dated: September 17, 2026

Attorney for Yuma Regional Medical Center

Signed by:
/s/ _____
DFD4BAAC9B34452...
James Adamson
Dated: 9/17/2026 | 4:36 PM EDT

General Counsel of Yuma Regional Medical Center

Dated: _____ __, 2026

/s/ _____
Jean S. Martin
AYLSTOCK WITKIN KREIS & OVERHOLTZ, PLC
Dated: September 23, 2026

DocuSigned by:
/s/ _____
DCCABCAAE90A426...
Bryan L Bleichner
CHESTNUT CAMBRONNE, PA

Interim Class Counsel for Plaintiffs and the Settlement Class

/s/ ID Zcpfdm4RA8PfKLUpQuuhrf9W
Dillan Clarke

/s/ ID QVvcdfdzY8NpaKEh3HXcwfkV
Elayne Martinez

/s/ ID 2kbJcPKdy7n7BTjn5qNBC3rZ
Brian Kircher

Signed by:
/s/ _____
F7DD48A781184F4...

Megan Kircher

/s/ DocuSigned by: E6C15A7B0E55488...
Juanita Sarabia

/s/ Signed by: A8861ECC4860490...
Donald Banti

/s/ Signed by: 0E0DA7CAA97645T...
Marcia Banti

/s/ Signed by: 3CEFB74C1000479...
Ryan Magnum

/s/ Signed by: EAE27C7E200F45B...
Tiffany Magnum

/s/ Signed by: Anthony Spano 820880005325 40F...
Anthony Spano

/s/ Deceased
Carol Ashby

/s/ Margaret Ogrady Margaret Ogrady (Sep 17, 2026 15:37:22 PDT)
Margaret O'Grady

Plaintiffs and Settlement Class Representatives

SETTLEMENT TIMELINE

Event	**Date**
Notice Deadline	30 days from entry of Preliminary Approval Order
Defendant will deposit $750,000 into the Settlement Fund	30 days from entry of Preliminary Approval Order as outlined in Section 3.1
Class Counsel's motion for attorneys' fees, costs, and Settlement Class Representative Service Awards	No later than 14 days prior to the Opt-Out Deadline and Objection Deadline
Objection Deadline	60 days from Notice Deadline
Opt-Out Deadline	60 days from Notice Deadline
Claim Deadline	90 days from Notice Deadline
Motion for Final Approval	14 days prior to Final Approval Hearing
Final Approval Hearing	_____, 202_ No earlier than 120 days from entry of Preliminary Approval Order
Effective Date	5 days after conditions in Section 14.1 have been satisfied, *i.e.*, 35 days from Final Approval Order, assuming no appeals
YRMC to deposit the remaining $1,235,000 into the Settlement Fund	30 days from Effective Date

Exhibit A

Why am I receiving this Notice? A settlement was reached with Yuma Regional Medical Center ("YRMC") in a class action lawsuit ("Settlement"). The lawsuit is about an April 2022 cybersecurity incident that affected YRMC (the "Data Incident"). YRMC denies that it did anything wrong. The Court has not decided who is right. The parties agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of more litigation. More information about the Settlement is available on the Settlement Website, www.yumasettlement.com.

Who is included in the Settlement? The Settlement applies to a group of people called the "Class." The Court has defined the Class as "All living individuals who were sent notice of the Data Incident."

The Court appointed experienced attorneys, called "Class Counsel," to represent everyone in the Class.

What are the Settlement benefits? YRMC has agreed to pay $1,985,000, which will pay for several benefits.

You can get one or both of the following two cash payments:

1. Cash Payment A: If you have documented out-of-pocket losses caused by the Data Incident, then you can submit a claim for up to $4,000.
   and
2. Cash Payment B: You can get a *pro rata* cash payment.

In addition to getting a cash payment, you are automatically entitled to one-year of Medical Monitoring services—which includes $1,000,000 in insurance coverage and other benefits.

More details are available online at www.yumasettlement.com.

How do I receive a benefit? If you have documented out-of-pocket losses, then you must submit a claim online. Otherwise, you can use the Claim Form below—tear at the perforation,and return the form by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(123) 456-6789. Claims must be submitted online or postmarked by DATE.**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **DATE**, or you will not be able to sue YRMC for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **DATE**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **DATE**, at **TIME** at **LOCATION** or via video or teleconference, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to $825,000; and reimbursement of litigation costs; and $2,500 per person for each of the named Plaintiffs. You can attend the hearing at your own cost, but you do not have to.

This Notice is only a summary. Visit the Settlement Website or scan this QR code for complete information.

MD bar code

www.yumasettlement.com

CaseID: 9290
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

Yuma Settlement
c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

Yuma Settlement
c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

First-Class Mail
US Postage Paid
Permit #__

Dillon Clarke, et al., v. Yuma Regional Medical Center,
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)

Was your private information possibly affected by the cybersecurity incident that affected Yuma Regional Medical Center in April 2022?

A proposed class action settlement may affect your legal rights—and may entitle you to benefits and *CASH PAYMENT(S)*

A court authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

This notice is only a summary. Visit www.yumasettlement.com or scan this QR code for complete information.

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Yuma Settlement

⟪FirstName⟫ ⟪LastName⟫
⟪Address1⟫ ⟪Address2⟫
⟪City⟫, ⟪State⟫ ⟪Zip⟫

LoginID: ⟪ClaimLoginID⟫
PIN: ⟪ClaimLoginPIN⟫

*To complete this Claim Form for Cash Payment B only, tear at perforation, and return by U.S. Mail no later than **DATE**.*

INSTRUCTIONS: Use this form to get **CASH PAYMENT B: *Pro Rata* Monetary Payment**.

To submit a claim for Cash Payment B(payments for documented out-of-pocket losses caused by the Data Incident), visit the Settlement Website at **www.yumasettlement.com**. To get a full paper Claim Form, call (123) 456-6789.

☐ Check this box to get a one-time ***Pro Rata* Monetary Payment** (the exact number will change depending on how many people submit a claim).

How would you like to be paid?

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to your address)

For digital payment options, please **PRINT** your email address below:

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: 9290
SIMID: «SIMID»

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dillon Clarke, et al., v. Yuma Regional Medical Center,
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

Was your private information possibly affected by the cybersecurity incident that affected Yuma Regional Medical Center in April 2022?

A proposed class action settlement may affect your legal rights—and may entitle you to benefits and a CASH PAYMENT

A court authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A settlement was reached with Yuma Regional Medical Center ("YRMC") in a class action lawsuit ("Settlement"). The Lawsuit is about an April 2022 cybersecurity incident that affected YRMC (the "Data Incident").
- The lawsuit alleged that the Data Incident affected names, Social Security numbers, health insurance information, and medical information ("Private Information").
- YRMC denies that it did anything wrong. The Court has not decided who is right. The parties agreed to settle the Lawsuit to avoid the risks, disruption, and uncertainties of more litigation. More information about the Settlement is available online.
- The Lawsuit is called *Dillon Clarke, et al., v. Yuma Regional Medical Center*, No. 2:22:cv-01061-PHX-SMB. The Lawsuit is pending in the United States District Court for the District of Arizona.
- YRMC's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from YRMC.
- Your legal rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.yumasettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**DATE**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against YRMC related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**DATE**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**DATE**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The United States District Court for the District of Arizona authorized this Notice. You have a right to know about the proposed Settlement of this class action Lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the Lawsuit, your legal rights, what benefits are available, and who can receive them.

The Lawsuit is called *Dillon Clarke, et al. v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB. It is pending in the United States District Court for the District of Arizona. The people that filed this lawsuit are called the "Plaintiffs" or "Class Representatives" and the company they sued, Yuma Regional Medical Center, is called the "Defendant" or "YRMC."

2. What is this Lawsuit about?

This Lawsuit alleges that Defendant experienced a cybersecurity incident from April 21, 2022, to April 25, 2022 (the "Data Incident"). This Lawsuit alleges that the names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC of approximately 720,000 current and former patients were impacted in the Data Incident.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the Settlement. In this Settlement, the Class Representatives are Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady. Everyone included in this Lawsuit are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether Plaintiffs or Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: "All living individuals who were sent notice of the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY STATE

You may also view the Settlement Agreement at www.yumasettlement.com.

The Settlement Benefits

7. What does the Settlement provide?

YRMC will establish a non-reversionary common fund of one million nine-hundred-eighty-five thousand dollars ($1,985,000) (the "Settlement Fund").

Additionally, YRMC has committed more than $750,000 towards data security enhancements to help better protect patient information moving forward.

The Settlement Fund shall pay all costs of Settlement Administration; all Valid Claims; any Service Awards to the Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. More specifically, the Settlement Fund will pay for the following benefits:

CASH PAYMENT OPTIONS

Cash Payment A→ Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may get back up to **$4,000.00**. The losses must have occurred between April 21, 2022, and CLAIM DEADLINE.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Cash Payment B→ *Pro Rata* Monetary Payment. In addition, you may also claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Monetary Payment.

This payment depends on the total number of claims filed.

You do not have to provide any proof or explanation to claim this payment

MEDICAL MONITORING. All Settlement Class Members will automatically receive one year of Medical Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY, STATE, ZIP CODE

8. What claims am I releasing if I stay in the Class?

If you stay in the Class, you won't be able to be part of any other lawsuit against YRMC about the issues that this Settlement covers. The "Release" section of the Settlement Agreement (Section 13) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.yumasettlement.com.

Submitting a Claim Form for Settlement Benefits

9. How do I submit a claim for Settlement Benefits?

The fastest way to submit your Claim Form is online at www.yumasettlement.com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Yuma Settlement

c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (123) 456-7890, by email info@yumasettlement.com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by DATE. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than DATE.

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on DATE, at TIME (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Bryan L. Bleichner of Chestnut Cambronne PA and Jean Martin of Aylstock Witkin Kreis Overholtz, PLC to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $825,000 as reasonable attorneys' fees, plus reimbursement of litigation costs. This amount will be paid by from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Awards will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called "opting out" and must be done by submitting an Opt Out Request. If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue YRMC on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is DATE.

To be valid, your Opt-Out Request must have the following information:

(1) your full name, address, and telephone number;
(2) your personal signature (or the signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of you as a Settlement Class Member with respect to a claim or right, such as those in the Lawsuit);
(3) clear manifestation of your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You may only exclude yourself—not any other Person.

Mail your Opt-Out Request to the Settlement Administrator at:

Yuma Settlement
c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

Your Opt-Out Request must be submitted or postmarked by DATE.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**).

You must provide the following information for the Court to consider your objection:

(1) The case name and case number;
(2) your full name, mailing address, telephone number, and email address (if any);
(3) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
(4) the identity of all counsel who represent you, 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;
(5) the number of times in which your counsel and/or your 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 your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
(6) whether you and/or your counsel will appear at the Final Approval Hearing and/or testify at the Final Approval Hearing;

(7) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
(8) a statement confirming whether you and/or your counsel utilized any form of artificial intelligence in preparation of the objection; and
(9) your signature (an attorney's signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by DATE. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court 401 W. Washington St. Phoenix, AZ 85003-2118	Yuma Settlement c/o Settlement Administrator P.O. Box XXX CITY, STATE, ZIP CODE

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **DATE** at the United States District Court for the District of Arizona located at 401 W. Washington St., Phoenix, AZ 85003-2118 or via video or teleconference.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.yumasettlement.com for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.yumasettlement.com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY, STATE, ZIP CODE

You can obtain copies of publicly filed documents by visiting the court at 401 W. Washington St. Phoenix, AZ 85003-2118.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

Exhibit C

Your claim must be submitted online or postmarked by: DATE

Dillon Clarke, et al., v. Yuma Regional Medical Center,
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

YUMA SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: DATE

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: "All living individuals who were sent notice of the Data Incident."

Excluded from the Settlement Class are: (i) Yuma; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads nolo contendere to any such charge.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Yuma Regional Medical Center ("Yuma") will establish a Settlement Fund of $1,985,000. The Settlement Fund shall pay all costs of Settlement Administration; all Valid Claims; any Service Awards to the Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. More specifically, the Settlement Fund will pay for the following benefits.

MEDICAL MONITORING. All Settlement Class Members will automatically receive one year of Medical Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

CASH PAYMENT OPTIONS

Cash Payment A → Documented Monetary Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may get back up to **$4,000.00**. The losses must have occurred between April 21, 2022, and **CLAIM DEADLINE**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or

papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Cash Payment B→ *Pro Rata* Monetary Payment. In addition to, you may also claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Monetary Payment. This payment depends on the total claims filed.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box 25226
  Santa Ana, CA 92799

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT WWW.YUMASETTLEMENT.COM.

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@yumasettlement.com.

You must submit your Claim Form online, by mail, or by email no later than DATE.

Your claim must be submitted online or postmarked by: DATE

Dillon Clarke, et al., v. Yuma Regional Medical Center,
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

YUMA SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: DATE

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Login ID (if known)

II. CASH PAYMENT A (DOCUMENTED OUT-OF-POCKET LOSSES)

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $4,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. CASH PAYMENT B: *PRO RATA* MONETARY PAYMENT

Your claim must be submitted online or postmarked by: DATE

Dillon Clarke, et al., v. Yuma Regional Medical Center,
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

YUMA SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: DATE

☐ Check this box if you want to claim a one-time *pro rata* cash payment (the exact number will change depending on how many people submit a claim).

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1:_____

☐ **Venmo**
Mobile number, if different than you provided in Section 1:_____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1:_____

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1:_____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

Exhibit D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, Margaret O'Grady, Mayra Esquivel and her minor son, E.N., on behalf of themselves and all others similarly situated, Plaintiffs, v. Yuma Regional Medical Center, Defendant.	Lead Case No. 2:22-CV-01061-PHX-SMB **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiffs Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady. ("Plaintiffs") and Yuma Regional Medical Center, ("Defendant" or "YRMC," together, with Plaintiffs, the "Parties") with accompanying exhibits and Plaintiffs' Memorandum of Law in Support of the

Motion for Preliminary Approval of Class Action Settlement.[1] This Lawsuit arises from a cybersecurity incident that allegedly impacted Defendant in April 2022.

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

> All living individuals who were sent notice of the Data Incident.

Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere t*o any such charge.

Pursuant to Fed. R. Civ. P. 23(e), the Court finds that giving notice is 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

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 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 Lawsuit 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 Lawsuit.

2. **Class Representatives and Class Counsel**. The Court finds that Plaintiffs Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady

are adequate and should be preliminarily appointed as the Settlement Class

Representatives. Additionally, the Court finds that Jean S. Martin of Aylstock, Witkin, Kreis & Overholtz PLC and Bryan L. Bleichner of Chestnut Cambronne, PA are adequate and have fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Class Counsel.

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 and arms' length negotiations between the Parties, the 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 equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Fed. R. Civ. P. 23 and Ninth Circuit precedent—including but not limited: whether class counsel receives a disproportionate distribution of the gross settlement amount; whether any of the gross settlement amount reverts to Defendant; whether there is a clear sailing arrangement; the strength of Plaintiffs' case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status throughout

the trial; the amount offered in Settlement; the extent of discovery completed and the stage of proceedings; the experience and views of counsel; the presence of a government participant; and the reaction of the class members to the proposed settlement.

4. **Jurisdiction**. The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this District.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for Settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this Lawsuit should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator**. The Court appoints Eisner Advisory Group LLC as the Settlement Administrator, with responsibility for class Notice and

Settlement Administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with 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 Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit, 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 Settlement Class Members and other persons entitled to receive Notice; (d) meet all applicable requirements of federal law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Arizona Constitution. The Court

further finds that the Notice provided for in the Settlement Agreement 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 Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit an Opt-Out Request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written Objection by the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any Objections—the "Objection Deadline." Any such Objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an Objection must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Class Counsel and Defendant's Counsel by the Objection Date. 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, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and 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.

11. **Claims Process**. Class Counsel and Defendant 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 Settlement 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. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

12. **Termination of 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 Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) the Settlement is not finally approved by the Court or is terminated in accordance with

the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Lawsuit prior to execution of the Settlement Agreement and shall jointly request that all scheduled Lawsuit deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. 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 Lawsuit or in any other lawsuit.

14. **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.

15. **Stay of Litigation**. All proceedings in the Lawsuit, other than those related to approval of the Settlement Agreement, 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 Agreement.

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

Event	**Date**
Notice Deadline	30 days from entry of Preliminary Approval Order
Defendant will deposit $750,000 into the Settlement Fund	30 days from entry of Preliminary Approval Order as outlined in Section 3.1
Class Counsel's motion for attorneys' fees, costs, and Settlement Class Representative Service Awards	No later than 14 days prior to the Opt-Out Deadline and Objection Deadline
Objection Deadline	60 days from Notice Deadline
Opt-Out Deadline	60 days from Notice Deadline
Claim Deadline	90 days from Notice Deadline

Motion for Final Approval	14 days prior to Final Approval Hearing
Final Approval Hearing	_____, 202_ No earlier than 120 days from entry of Preliminary Approval Order
Effective Date	5 days after conditions in Section 14.1 have been satisfied, *i.e.*, 35 days from Final Approval Order, assuming no appeals
YRMC to deposit the remaining $1,235,000 into the Settlement Fund	30 days from Effective Date
	From Order Granting Preliminary Approval
Notice Date	+30 days
Defendant will deposit $750,000 into the Qualified Settlement Fund	+21 days
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Date	+90 days
Opt-Out Date	+90 days
Claims Deadline	+120 days
Final Approval Hearing	_____, 202_
Motion for Final Approval	14 days prior to Final Approval Hearing
	From Order Granting Final Approval
Effective Date	+31 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Yuma to deposit the remaining $1,235,000 into the Settlement Fund	+52 days

IT IS SO ORDERED on _____

Exhibit E

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, Margaret O'Grady, Mayra Esquivel and her minor son, E.N., on behalf of themselves and all others similarly situated, Plaintiffs, v. Yuma Regional Medical Center, Defendant.	Lead Case No. 2:22-CV-01061-PHX-SMB **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion for Final Approval seeks approval of the Settlement as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, 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 Order.

WHEREAS, on _____, the Court entered an Order

Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval 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) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) provisionally appointed Bryan L. Bleichner of Chestnut Cambronne PA and Jean Martin of Aylstock Witkin Kreis Overholtz, PLC as Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Eisner Advisory Group LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

WHEREAS, on _____, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____, the Court held a Final Approval

Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Lawsuit with prejudice;

WHEREAS, 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

WHEREAS, the Court being required under Fed. R. Civ. P. 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;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this Lawsuit and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. 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.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All living individuals who were sent notice of the Data Incident.

Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other

Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected 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. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay, through the Settlement Fund, all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing

and mailing checks.

c. Defendant to pay, through the Settlement Fund, and subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Fed. R. Civ. P. 23(b)(3) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement

and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Lawsuit, certification of the Settlement Class for Settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. As of the Opt-Out Deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members. The Court has considered these objection (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the

Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of

the Released Persons from any and all Released Claims, including Unknown Claims.

"Released Claims" means any and all claims, demands, rights, or causes of action of any type or nature whether legal, equitable, statutory, based on the common law, or otherwise, whether individual, class, direct, representative or otherwise, for damages, losses, penalties, attorney's fees, or any other type of remedy or relief be it monetary or injunctive, existing or potential, accrued or unaccrued, suspected or unsuspected, that were asserted in the Lawsuit or are reasonably related to the facts and claims alleged in the Lawsuit, including any Unknown Claims. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of members of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

"Released Persons" means YRMC, including its past, present, and future parents, subsidiaries, divisions, predecessors and successors, affiliates, assigns, and related corporate entities, and each of their respective past, present, and future officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, attorneys, insurers, reinsurers, agents, and assigns, and any person acting on YRMC's behalf, in their capacity as such.

"Releasing Persons" means (i) Plaintiffs and each Settlement Class Member who does not timely opt out of the Settlement, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, 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 and and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns who will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Persons shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Persons from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Persons may have or had, such as under California's Consumer Privacy

Act, California Civil Code § 1798.100, *et seq.* and/or California's Unfair Competition Law, California Business & Professional Code § 17200 *et seq.* Each Party expressly waives all rights under 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.

The Releasing Persons agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Persons based on any of the Released Claims.

18. The Released Persons shall not have or shall not be deemed to have released, relinquished, or discharged any claim against any person other than Plaintiffs and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Class Counsel, and/or Defendant.

19. The Court grants final approval to the appointment of Plaintiffs as

Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. The Court grants final approval to the appointment of Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Lawsuit, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Lawsuit. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Persons; or (b) 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 Persons, in the Lawsuit or in any proceeding in any court, administrative agency, or other tribunal. The Settlement Agreement's terms shall be forever binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Persons and the Released Persons.

22. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*, and the Parties shall be restored to their respective positions in the Lawsuit, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, the Settlement Fund shall be promptly

returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or due to be paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

23. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

24. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in Lawsuit and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated