

**IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT**

LOUISE PREVOST, PAUL FREDERICK, AMY RICHARDSON, JANE DOE #1, JANE DOE #2, and JANE DOE #3, Individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ROPER ST. FRANCIS HEALTHCARE,

Defendant.

C.A. NO.:
2021-CP-1001754

SETTLEMENT AGREEMENT

This Settlement Agreement, dated November 6, 2023, is made and entered into by and among (1) Plaintiffs Louise Prevost, Paul Frederick, Amy Richardson, Betty Smalls, Heidi Roemer (aka Jane Doe #1) and Elizabeth Peterson (aka Jane Doe #3) (“Plaintiffs” or “Class Representatives”)¹, on behalf of themselves and the proposed Settlement Class; and (2) Roper St. Francis Healthcare (“Roper”) (together with Plaintiffs, “the Parties.”).

I. BACKGROUND

1. This consolidated litigation arises out of an October 2020 phishing incident during which an unauthorized third party gained access to three Roper employee email accounts, which contained personally identifiable information (“PII”) and/or protected health information (“PHI”) of approximately 190,000 individuals (the “Data Incident”).

¹ Jane Doe #2 declines to identify herself for purposes of this Settlement Agreement and for purposes of being named a Class Representative, but does not object to the Settlement or opt-out. Her claims will also be resolved by way of this Settlement, or she will be voluntarily dismissed from this Action.

2. Plaintiffs allege that in January 2021, Roper sent notice letters to certain current and former patients, informing them that during the Incident an unauthorized individual gained access to three of its employees' email accounts between October 14-29, 2020. Plaintiffs each filed suit, alleging that their personal data had been compromised as a result of the Data Incident.

3. On August 1, 2021, the Court of Common Pleas for the Ninth Judicial Circuit of South Carolina consolidated Plaintiffs' related, yet separate actions, which were captioned: *Doe v. Roper St. Francis Healthcare and Tortfeasors 1-10*, 2021-CP-10-00245, *Doe #2 v. Roper St. Francis Healthcare and Tortfeasors 1-10*, 2021-CP-10-01668, *Frederick et al. v. Roper St. Francis Healthcare*, 2021-CP-10-00756, and *Prevost v. Roper St. Francis Healthcare*, 2021-CP-10-01754. And the Court ordered Plaintiffs to file a consolidated pleading.

4. On August 16, 2021, Plaintiffs filed the Consolidated Amended Class Action Complaint in the consolidated action *Louise Prevost, Paul Frederick, Amy Richardson, Jane Doe #1, Jane Doe #2, and Jane Doe #3 v. Roper St. Francis Healthcare*, 2021-CP-10-01754 (the "Litigation") asserting claims for negligence, negligence *per se*, invasion of privacy/wrongful intrusion into private affairs, breach of express and implied contract, violation of South Carolina's data breach notification statute, unjust enrichment, breach of fiduciary duty, and breach of confidentiality.

5. On September 15, 2021, Roper filed its Motion to Dismiss the Consolidated Amended Class Action Complaint in accordance with South Carolina Rules of Civil Procedure 12(b)(1) and 12(b)(6).

6. The Court held oral argument on Roper's Motion to Dismiss on January 18, 2022.

7. On March 4, 2022, the Court granted in part and denied in part Roper's Motion to Dismiss: granting the Motion as to Plaintiffs' claims for negligence *per se*, invasion of

privacy/wrongful intrusion into private affairs, breach of implied contract, violation of South Carolina's data breach notification statute, unjust enrichment, and breach of confidentiality; but denying the Motion as to Plaintiffs' claims for negligence, breach of express contract, and breach of fiduciary duty.

8. On March 15, 2022, Roper filed an Amended Motion to Reconsider Order, which the Court denied on March 23, 2022.

9. On September 27, 2022, the Parties participated in a full-day mediation before the Hon. Wayne Anderson (Ret.) of JAMS. The mediation resulted in an impasse.

10. Nevertheless, the Parties continued to negotiate a potential settlement through the end of 2022 and into 2023. The Parties' negotiations were facilitated by Judge Anderson, and, on June 2, 2023, culminated in an agreement on the principal terms of a settlement (hereinafter, the "Settlement" which is defined below).

11. Plaintiffs and Class Counsel (identified below) believe the Settlement confers substantial benefits on the Settlement Class (defined below) and is in the best interest of the putative class for multiple reasons. First, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Roper through motions practice, trial, and potential appeals. Next, 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 are experienced in class-action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and specifically in this Litigation. As a result, Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

12. Roper denies each and all claims and contentions alleged against it in the Litigation. Roper denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Roper also asserts that there is no evidence that the third-party actor ever actually viewed any personally identifiable information or personal health information, and Roper determined the purpose of the phishing attack was to send out spam. Nonetheless, Roper has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Roper has considered the uncertainty and risks inherent in any litigation. Roper has therefore determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, it is hereby agreed by and among the Plaintiffs, individually and on behalf of the Settlement Class, and Roper that, subject to the approval of the Court, the Litigation be forever resolved, settlement, compromised, and dismissed with prejudice on the following terms and conditions:

II. DEFINITIONS

13. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

- a. “Action” means *Louise Prevost, Paul Frederick, Amy Richardson, Jane Doe #1, Jane Doe #2, and Jane Doe #3 v. Roper St. Francis Healthcare, 2021-CP-10-01754* in the Court of Common Pleas for the Ninth Judicial Circuit of South Carolina.
- b. “Agreement” or “Settlement Agreement” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement embodied herein.

- c. “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.
- d. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
- e. “Claims Administration” means the approval of the form of notice program and all related forms; initial mailing of the Notice; creation and maintenance of the Settlement Website; administration and coordination of the distribution of Settlement benefits; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries, delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval.
- f. “Claims Administrator” means Kroll Settlement Administration LLC.
- g. “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the Settlement consideration contemplated by this Agreement. The Claims Deadline shall be ninety (90) days after the Notice Date.
- h. “Claim Form” means the form utilized by the Settlement Class Members to submit a Claim for Settlement benefits. The Claim Form will be substantially in a form as shown in Exhibit A attached hereto, which will be available on both the Settlement Website and in paper format, if specifically requested by Settlement Class Members.

- i. “Class Counsel” means Anastopoulo Law Firm, LLC, Slotchiver & Slotchiver LLP, Halversen & Halversen, LLC, The Richter Firm, LLC, Solomon Law Group, LLC and Milberg Coleman Bryson Phillips Grossman PLLC.
- j. “Class Representatives” means the Plaintiffs.
- k. “Complaint” means the Consolidated Amended Class Action Complaint filed on August 16, 2021 in the Court of Common Pleas for the Ninth Judicial Circuit of South Carolina.
- l. “Court” means the Court of Common Pleas for the Ninth Judicial Circuit of South Carolina.
- m. “Data Incident” means the data incident experienced by Roper on or around October 2020 as described in the Complaint.
- n. “Dispute Resolution” means the process for resolving disputed Claims as set forth in this Settlement Agreement.
- o. “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment, as defined in Paragraph 13-q below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

- p. “Fees, Costs, and Expenses” means the reasonable attorneys’ fees, costs, and expenses incurred by counsel for Plaintiffs and awarded by the Court, not to exceed the amount agreed to by the Parties.
- q. “Final Judgment” means a judgment entered by the Court, as discussed in Section XIII, below.
- r. “Litigation” means all claims and causes of action asserted, including those asserted in this Action, or that could have been asserted, against Roper, and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in the jurisdictions of the United States against Roper relating to the Data Incident.
- s. “Long Form Notice” means the long form notice of settlement posted on the Settlement Website substantially in the form as show in Exhibit C hereto.
- t. “Roper” means, collectively, Roper St. Francis Healthcare.
- u. “Roper’s Counsel” means Baker & Hostetler LLP and Rogers Townsend, LLC.
- v. “Notice” means the double-sided postcard mailed notice substantially in the form as shown in Exhibit B hereto, subject to approval by the Court, notifying Settlement Class Members of the Settlement and relevant terms and providing them the URL to the Settlement Web site and a telephone number they can call to obtain additional information about the Settlement.
- w. “Notice Date” means 45 days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-

Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

- x. “Notice and Settlement Administration Cost” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Settlement benefits.
- y. “Objection Date” means the date by which the Settlement Class Members must mail to Class Counsel and Roper’s Counsel, or in the alternative, file with the Court their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.
- z. “Opt-Out Date” means the date by which Settlement Class Members must submit their request to be excluded from the Settlement Class in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.
- aa. “Parties” means (i) Class Representatives, on behalf of themselves and the Settlement Class; and (ii) Roper.
- bb. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.
- cc. “Plaintiffs” means Louise Prevost, Paul Frederick, Amy Richardson, Betty Smalls, Heidi Roemer (aka Jane Doe #1) and Jane Doe #3. (aka Elizabeth Peterson).

dd. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing mailed notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court. The Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit D attached hereto.

ee. “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, et seq. and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, et seq. and all similar notification statutes in effect in any states in the United States; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring

services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class. For the avoidance of doubt, except for any claim for medical negligence based on, relating to, concerning, or arising out of the Data Incident, the Released Claims shall not include any claims for medical negligence arising out of any other facts or circumstances not at issue in the Litigation.

- ff. “Related Entities” means Roper’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty

under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

gg. “Released Parties” means Roper and all of their respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

hh. “Settlement Class” means the approximately 190,000 individuals who were notified that their personally identifiable information and/or personal health information may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Roper on or around October 2020. The Settlement Class specifically excludes: (i) Roper and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; 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 Data Incident or who pleads *nolo contendere* to any such charge.

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

- jj. “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.
- kk. “Settling Parties” means, collectively, Roper and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.
- ll. “Unknown Claims” means any of the Released Claims that any Settlement Class Members, including the Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code §, 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code 1542, which provides:

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

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

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

- mm. “Valid Claims” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

III. SETTLEMENT BENEFITS TO THE SETTLEMENT CLASS

14. Ordinary Reimbursement:

- a. **Lost Time:** All Settlement Class Members may submit a Claim for up to four hours of time spend related to the Data Incident at \$20 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) selects the applicable activity the time was spent on or provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for

Lost-Time are included in the \$325 individual cap on ordinary out-of-pocket expense reimbursement.

- b. **Out-of-Pocket Expenses:** All Settlement Class Members who submit a valid Claim are eligible to recover compensation for up to \$325 of their ordinary unreimbursed out-of-pocket expenses, that were incurred between October 2020 and the Claims Deadline, as a result of the Data Incident, including: (i) long distance telephone charges; (ii) cell phone minutes (if charged by the minute); (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident); (iv) costs of credit monitoring services and/or fraud resolution services purchased between October 2020 and the Claims Deadline; and (v) other losses incurred by Settlement Class Members determined to be fairly traceable to the Data Incident. No attestation or verification required or permitted by this Agreement shall require notarization.

1. For a Claimant to recover documented costs of credit monitoring services and/or fraud resolution services purchased between October 2020 and the Claims Deadline incurred as a result of the Data Incident, the Claimant must submit (1) a statement that the monitoring or service was purchased primarily because of the Data Incident and not for other purposes; and (2) documentation supporting the cost of the service purchased. These instructions shall be expressly listed in the Long Form Notice posted on the Settlement Website and listed in the FAQs posted on the Settlement Website. These instructions shall be referenced in the online or

mailed claim form. If these instructions are not followed, the Claims Administrator shall deem Claims invalid, subject to the Dispute Resolution Process.

2. Settlement Class Members seeking reimbursement under this Paragraph 14 must complete and submit either a written or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that he or she believes that the losses or expenses claimed were incurred as a result of the Data Incident.
 - c. Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Out-of-Pocket Expense losses must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.
 - d. All Settlement Class Members are subject to a \$325 limit for reimbursement for lost time and unreimbursed expenses.
15. **Extraordinary Out-of-Pocket Expenses:** Settlement Class Members are also eligible to receive reimbursement for up to \$3,250 per Settlement Class Member for documented

expenses directly associated with dealing with identity theft or identity fraud directly related to the Data Incident.

16. **Costs of Notice and Administration:** Roper is providing for the costs of notice of this Settlement Agreement to Settlement Class Members and Claims Administration.

17. **Credit Monitoring:** Settlement Class Members are also eligible to receive twelve (12) months of credit monitoring.

18. In no event shall the aggregate Ordinary Out-of-Pocket Expenses, Extraordinary Out-of-Pocket Expenses, and the Costs of Notice and Administration exceed an aggregate amount of \$1,500,000. In the event the aggregate amount of Ordinary Out-of-Pocket Expenses, Extraordinary Out-of-Pocket Expenses, and the Costs of Notice and Administration exceeds the \$1,500,000 aggregate cap, Settlement Class Members' Settlement benefits shall be reduced by a pro-rata share.

IV. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

19. Only for purposes of effectuating the Settlement, Class Representatives, Class Counsel, and Roper agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representatives, Class Counsel, and Roper further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class.

20. Class Representatives, Class Counsel, and Roper agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and made in good faith. Class Counsel and Roper shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

21. Class Representatives, Class Counsel, and Roper agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court.

V. RELEASE

22. Upon the Effective Date, without any further action, the Settlement Class Members, including Plaintiffs, who do not timely opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines, as set forth herein, fully, finally, and forever release, relinquish, and discharge any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Litigation against Roper flowing from the Data Incident (other than claims to enforce the terms of the Settlement Agreement). Upon the Effective Date, and without any further action needed, the Released Parties release, relinquish, and discharge the Settlement Class Members and Class Counsel from any and all claims and causes of action of every nature and description, whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Litigation.

23. The obligations incurred under this Settlement shall be in full and final disposition of the Litigation and of any and all Released Claims as against all Released Parties.

VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

24. The Claims Administrator shall provide Notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

25. Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the following:

- a. *Class Member Information*: No later than fourteen (14) days after entry of the Preliminary Approval Order, Roper shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, “Class Member Information”) initially notified of the Data Incident. Roper warrants and represents that it will provide the most current Class Member Information for all Settlement Class Members from the updated mailing list in connection with the incident responses related to the Data Incident.
- b. The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c. *Settlement Website*: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create a website dedicated to providing information related to the Action and this Settlement, including the Long Form Notice contained within Exhibit C. The website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and allow Settlement Class Members to submit documents to supplement or cure deficient Claims.
- d. *Settlement Toll-Free Number*. The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

- e. Within thirty (30) days of receiving the Class Member Information, the Claims Administrator shall commence the dissemination of the Notice. Within fifteen (15) days thereafter, dissemination of the Notice shall be completed.
- f. Notice shall be given by U.S. mail to all Settlement Class Members. U.S. mail Notice shall consist of a double-sided postcard that (1) notifies Settlement Class Members of the Settlement and relevant terms; (2) provides them with the URI, to the Settlement Website and a telephone number they can call to obtain additional information about the Settlement; and (3) instructs them on how to make a Claim. Notice is subject to review and approval by the Parties as well as an expert specializing in providing notice to class members.
- g. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on filing with the USPS within thirty (30) days of entry of the Preliminary Approval Order.
- h. In the event that a Short Notice is returned to the Claims Administrator by USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and does not contain a new forwarding address, the

Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to ascertain the current address of the particular Settlement Class Member and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- i. All Settlement Class Members shall have ninety (90) days after the Notice Date to make Claims for Settlement benefits.

26. The administration of the Settlement is defined as the approval of the form of notice program and all related forms; preparation of a Declaration describing the Notice Plan and its reach/effectiveness; initial mailing of the Notice; creation and maintenance of Settlement Website; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries; delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval.

27. The Notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper Claim Form by mail or by filling out an online Claim form to be developed by the Claims Administrator.

28. The Claims Administrator shall inform Class Counsel and Roper's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members. Class Counsel may assist Settlement Class Members with the claims process and intercede with the Claims Administrator on their behalf.

29. Checks (or other electronic methods of payment) for approved claims shall be mailed/provided after the Effective Date and within thirty (30) days of the Effective Date and/or thirty (30) days of the date that the Claim is approved, whichever is latest.

30. Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive Settlement benefits under Paragraphs 14 and 15. All settlement checks shall be void one hundred and twenty (120) days after issuance and shall bear the language: "This check must be cashed within 120 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have an additional one hundred and twenty (120) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits under Paragraphs 14 and 15, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Roper shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under Paragraphs 14 and 15 or any other type of monetary relief. The same provisions shall apply to any re-issued check. The Claims Administrator shall not be required to honor a Settlement Class Member's request for a check reissuance if the check was issued or reissued more than two hundred and forty (240) days from the Effective Date.

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

32. No Person shall have any claims against the Claims Administrator, Class Representative, Class Counsel, Roper, and/or Roper's Counsel based on distribution of benefits to Settlement Class Members.

VII. OPT-OUT PROCEDURES

33. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed Preliminary Approval Order. In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Claims Administrator no later than sixty (60) days after the Notice Date, stating he or she wants to be excluded from the Settlement, and include his or her name, address, and signature. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

34. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 33, above, shall be bound by the terms of this Settlement Agreement and Final Judgment entered thereon.

35. The Claims Administrator shall cause copies of timely requests for exclusion from Settlement Class Members to be provided to Class Counsel and Roper's Counsel as they are received. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and Roper's Counsel a complete and final list of all known Settlement Class Members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

36. In the event that within ten (10) days after the Opt-Out Date, there have been requests for exclusion totaling more than two hundred and fifty (250) individuals, Roper may void this Settlement Agreement by notifying Class Counsel in writing. If Roper voids this Settlement Agreement under this paragraph, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action 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*.

VIII. OBJECTION PROCEDURES

37. The Notice will inform the Settlement Class Members that they may submit a written objection in this case, *Louise Prevost, Paul Frederick, Amy Richardson, Jane Doe #1, Jane Doe #2, and Jane Doe #3 v. Roper St. Francis Healthcare, 2021-CP-10-01754* in the Court of Common Pleas for the Ninth Judicial Circuit of South Carolina. To be valid, an objection must state: (a) the objector's full name, address, telephone number, and e-mail address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final

Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

38. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Court of Common Pleas for the Ninth Judicial Circuit no later than sixty (60) days after the Notice Date. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the following three different places, postmarked no later than sixty (60) days after the Notice Date:

39. The Parties agree that Plaintiffs will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

40. Any Settlement Class Member who fails to comply with the requirements for objecting in this Section VIII shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section VIII. Without limiting the foregoing, any challenge to the Settlement Agreement, the final

order approving this Settlement Agreement, or the Final Judgment to be entered upon final approval shall be pursuant to appeal and not through a collateral attack.

IX. DISPUTE RESOLUTION FOR CLAIMS

41. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimed ordinary or extraordinary out-of-pocket expenses, described in Paragraphs 14 and 15, above; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Complete and Plausible”). The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim (“Claim Supplementation”), e.g., documentation requested on the claim form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

42. The Claims Administrator’s initial review will be limited to a determination of whether the Claim is Complete and Plausible. For any such Claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those Claims to the Parties. If the Parties agree that the Claimant’s Claim is Complete and Plausible, then the Claim shall be paid. If the Parties agree that the Claim is incomplete and/or implausible, it shall be denied. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to a mediator pursuant to agreement between the Parties (the “Claims Referee”), for resolution.

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

44. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Claim is Complete and Plausible, then the Claim shall be paid. If the Claim is not Complete and Plausible because the Claimant has not provided all information needed to complete the claim form and evaluate the Claim, then the Claims Administrator may reject the Claim without any further action. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to the Parties. If the Parties agree that the Claimant's Claim is incomplete and/or implausible then no further action shall be taken. If the Parties agree that the Claimant's Claim is Complete and Plausible, then the Claim shall be paid. If

the Parties do not agree, after meeting and conferring, then the Claim shall be referred to the Claims Referee for resolution.

45. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

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

X. NOTICE AND ADMINISTRATION EXPENSES

47. All costs of notice and administration, including, without limitation, the fees and expenses of the Claims Administrator and Claims Referee, shall be paid separately by Roper directly to the Claims Administrator, Claims Referee, or other party.

XI. ATTORNEYS' FEES, COSTS, EXPENSES AND INCENTIVE AWARDS

48. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all materials terms of relief to the Settlement Class.

49. Roper will pay the Attorneys' Fees, Costs, and Expenses incurred by Class Counsel in the Action, as approved by the Court, not to exceed \$515,000.

50. Roper also agrees not to contest a request for incentive award of up to \$1,500 to the named Plaintiffs. Roper shall pay any incentive award in addition to any benefits provided to Class Members and the costs of notice and claims administration and separate from any award of attorneys' Fees, Costs, and Expenses. The Parties did not discuss or agree upon payment of an incentive award until after they agreed on all materials terms of relief to the Settlement Class.

51. Any attorneys' Fees, Costs, and Expenses awarded by the Court as well as any incentive award awarded by the Court shall be paid within thirty (30) days after the Effective Date of Settlement.

52. Roper shall pay any attorneys' fees, costs, and expenses and any incentive award to the Class Representative, as set forth above in Paragraphs 49, 50, and 51. Class Counsel shall thereafter distribute the award of attorneys' Fees, Costs, and Expenses among Plaintiff's counsel and the incentive award to Class Representatives. Any payments of the attorneys' Fees, Costs, and Expenses, as well as the incentive award will not, in any way, affect or reduce consideration available to the Settlement Class.

53. The amount(s) of each award of attorneys' Fees, Costs, and Expenses, and the incentive award to the Class Representatives, 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 or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' Fees, Costs, and Expenses, and/or incentive award ordered by the Court, or Class Representatives shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement.

XII. PRELIMINARY APPROVAL OF SETTLEMENT

54. Within forty-five (45) days after the execution of the Settlement Agreement, Class Counsel and Roper's Counsel shall jointly submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiffs' Motion for Preliminary Approval, or an order substantially similar to such form, requesting, inter alia:

- a. Certification of the Settlement Class for settlement purposes only;
- b. Preliminary approval of the Settlement Agreement as set forth herein;
- c. Appointment of Class Counsel as counsel for the Settlement Class;
- d. Appointment of Class Representatives as representatives for the Settlement Class;
- e. Approval of a form of notice, which includes a notice to be individually mailed to the Settlement Class Members, as well as a detailed Long Form Notice that will be posted on the Settlement Website;
- f. Appointment of a Claims Administrator as jointly agreed by the Parties.

XIII. FINAL JUDGMENT

55. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Final Judgment.

XIV. TERMINATION

56. If the Effective Date of Settlement does not occur, or if the Settlement is terminated or fails to become effective for any reason, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action 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*.

XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

57. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint.

XVI. MISCELLANEOUS PROVISIONS

58. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

59. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Litigation by the Class Representatives and the Settlement Class Members who have not timely excluded themselves from the Settlement.

60. The Parties agree that the benefits provided herein, and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

61. This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

62. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

63. The Parties hereby irrevocably submit to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement as embodied in the Settlement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Action.

64. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

65. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of South Carolina. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of South Carolina.

66. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

67. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

68. Class Counsel and Roper's Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement and the entry of the Final Judgment.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement as of the date first above written.

Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

By: David K. Lietz
Paul Doolittle
Blake G. Abbott
Erin M. Poulin
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Counsel for Plaintiffs and the Class

Approved as to form and content by counsel for Roper:



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ROGERS TOWNSEND, LLC
177 Meeting Street, Suite 320
Charleston, SC 29401

Counsel for Defendant

EXHIBIT A

USE THIS FORM
ONLY IF YOU ARE A SETTLEMENT CLASS MEMBER

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Claims Administrator identified you as a Settlement Class Member whose personally identifiable information and/or protected health information may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Roper in October 2020. You may submit a Claim for Settlement benefits, outlined below.

The easiest way to submit a Claim is online at www.abcdefghijklmnopqrstuvwxyz.com, or you can complete and mail this Claim Form to the mailing address below.

Claims Administrator
Prevost v. Roper St. Francis Healthcare
c/o Kroll Settlement Administration
PO Box [number]
New York, NY 10150-XXXX

To receive any of these benefits, you must submit the Claim Form below by [Claims Deadline]

You may submit a Claim for the following benefits:

- 1) **Ordinary Out-of-Pocket Expenses:** Settlement Class Members are eligible to recover compensation for up to \$325 of their ordinary unreimbursed out-of-pocket expenses, that were incurred between October 2020 and the Claims Deadline, as a result of the Data Incident, including: long distance telephone charges, cell phone minutes (if charged by the minute), Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), costs of credit monitoring services and/or fraud resolution services purchased between October 2020 and the Claims Deadline, other losses incurred by Settlement Class Members determined to be fairly traceable to the Data Incident; and compensation for attested-to lost time spent dealing with the Data Incident, at the rate of \$20 per hour for up to four (4) hours of lost time.

OR

- 2) **Extraordinary Out-of-Pocket Expenses:** Settlement Class Members are also eligible to receive reimbursement for up to \$3,250 per Settlement Class Member for documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Incident.
- 3) **Credit Monitoring:** Settlement Class Members are also eligible to receive twelve (12) months of credit monitoring.

Questions? Go to www.abcdefghijklmnopqrstuvwxyz.com or call (XXX) XXX-XXXX.

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Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your Claim.

Please note: the Claims Administrator may contact you to request additional documentation to process your claim. For

more information and complete instructions, please visit www.xxxxxxxxxxxxxx.com.

Settlement benefits will be distributed only after the Settlement is approved by the Court.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address (optional) @ _____ (_____) _____ - _____
Telephone Number

II. PROOF OF SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you were notified of the Data Incident and/or Settlement, during which an unauthorized third party gained access to three Roper employee email accounts, which contained personally identifiable information (“PII”) and/or protected health information (“PHI”).

Enter the Class Member ID provided on your postcard Notice. Your Class Member ID is located on the front of the postcard Notice that was sent to Settlement Class Members via U.S. Mail. If you lost or do not know your Class Member ID, you may contact the Claims Administrator at info@xxxxxxxxxxxx.com:

0 0 0 0 0 _____
Notice ID Number

III. CREDIT MONITORING

Check this box if you elect to receive credit monitoring for twelve (12) months.

Questions? Go to www.xxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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IV. REIMBURSEMENT FOR LOST TIME

All Settlement Class Members who have spent time dealing with the Data Incident may submit a Claim for up to four (4) hours for lost time at a rate of \$20.00 per hour. Any compensation for lost time is included in the \$325 cap per Settlement Class Member (no documentation is required).

Hours claimed (up to 4 hours – check one box) 1 Hour 2 Hours 3 Hours 4 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident and not incurred due to some other event or reason.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
 - Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
 - Time on the internet verifying fraudulent transactions.
 - Time on the internet updating automatic payment programs due to new card issuance.
 - Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
 - Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
 - Other. Provide description(s) here: _____
-
-
-

V. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Settlement Class Members may submit a Claim for reimbursement of the following **documented** out-of-pocket expenses, not to exceed, per Class Member, \$325 for ordinary expenses that are fairly traceable to the Data Incident or \$3,250 for extraordinary expenses associated with identity theft or fraud directly related to the Data Incident :

Questions? Go to www.xxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Questions? Go to www.xxxxxxxx.com or call (XXX) XXX-XXXX.

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Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="checkbox"/> Ordinary Out-of-Pocket Expenses incurred as a result of the Data Incident, including long distance phone charges, cell phone charges (only if charged by the minute), Internet usage charges (if charged by the minute or incurred solely as a result of the Data Incident),	____/____/____ (mm/dd/yyyy)	\$ _____.____

Examples of Supporting Third Party Documentation: Telephone bills, cell phone bills, gas receipts, postage receipts, bank account statements reflecting out-of-pocket expenses. Please note that these examples of reimbursable Ordinary Out-of-Pocket Expenses are not meant to be exhaustive, but exemplary. You may make Claims for any unreimbursed Ordinary Out-of-Pocket Expenses that you believe are reasonably related and fairly traceable to the Data Incident and not incurred due to some other event or reason.

<input type="checkbox"/> Reimbursement for proven Extraordinary Out-of-Pocket Expenses, professional fees including attorneys' fees, accountants' fees, and fees for credit monitoring Services and/or fraud resolution services incurred between October 2020 and [Claims Deadline].	____/____/____ (mm/dd/yyyy)	\$ _____.____
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Examples of Supporting Documentation: Invoices or statements reflecting payments made for professional fees/services or receipts or account statements reflecting purchases made for credit monitoring or identity theft insurance services; provided that the Claimant must submit (1) a statement that the monitoring or service was purchased primarily because of the Data Incident and not for other purposes; and (2) documentation supporting the cost of the service purchased.

YOU MUST SUBMIT DOCUMENTATION OF YOUR OUT-OF-POCKET EXPENSES

I attest and affirm to the best of my knowledge and belief that any claimed expenses were incurred as a result of the Data Incident between October 2020 and [Claims Deadline] and not incurred due to some other event or reason.

VII. PAYMENT SELECTION

If you want to receive an electronic payment, please submit your Claim online.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of South Carolina that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____/_____/_____
Signature Date

Printed Name

Questions? Go to www.xxxxxxxxx.com or call (XXX) XXX-XXXX.

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EXHIBIT B

Prevost et al. v. Roper St. Francis Healthcare
c/o Kroll Settlement Administration LLC
P.O. Box [Number]
New York, NY 10150-XXXX

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

Electronic Service Requested

**A proposed Settlement
has been reached in a class action
lawsuit known as**

Prevost et al., v. Roper St. Francis Healthcare

**C.A. No.: 2022-CP-10-01754, (“Action”)
, filed in the Court of Common Pleas,
Ninth Judicial Circuit for the County of
Charleston, South Carolina.**

Postal Service: Please do not mark barcode
<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

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

What is this about? The Action arises from an October 2020 phishing during which an unauthorized third party gained access to three Roper employee email accounts, which contained personally identifiable information (“PII”) and/or protected health information (“PHI”) of approximately 190,000 individuals (the “Data Incident”). Plaintiffs allege that as a result of the Data Incident, the cybercriminals gained access to Plaintiffs’ and the Settlement Class Members’ personal information PII and PHI.

Who is a Settlement Class Member? You are a Settlement Class Member if you were notified that your personally identifiable information and/or personal health information may have been exposed to unauthorized third parties as a result of the Data Incident between October 2020, and **[Claims Deadline]**.

What are the benefits? Settlement Class Members who file a Valid Claim may receive compensation for reimbursement of Ordinary Out-of-Pocket Expenses, Extraordinary Out-of-Pocket Expenses an/or credit monitoring services for twelve (12) months.

You must file a Claim Form by mail postmarked by **[Claims Deadline]** or online at www.xxxxxxxxxxxx.com by **[Claims Deadline]**, to receive compensation from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a Claim to get money
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any money from the Settlement. You must exclude yourself by **[Opt-Out Date]**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **[Objection Date]**. Detailed instructions on how to file a Claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at www.xxxxxxxxxxxx.com. The Court will hold the Final Fairness Hearing on **[Final Fairness Hearing Date]**, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined Attorneys’ Fees, Costs, and Expenses of \$515,000 and request a Class Representative incentive award of \$1,500 each to Class Representative. You may attend the hearing, but you don’t have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel’s motion for attorneys’ Fees, Costs and Expenses, and other documents, visit www.xxxxxxxxxxxx.com, or call **(XXX) XXX-XXXX**.

Visit www.xxxxxxxxxxxx.com or call **(XXX) XXX-XXXX**

Postage
Required

Prevost et al., v. Roper St. Francis Healthcare
c/o Kroll Settlement Administration LLC
P.O. Box [Number]
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.

Name: _____
First Name M.I. Last Name

Street Address: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ @ _____

EXHIBIT C

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Were Notified Of A Data Incident Involving Roper St. Francis Healthcare In October 2020, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.

A proposed Settlement has been reached in a class action, titled *Prevost et al. v. Roper St. Francis Healthcare*, C.A. No. 2021-CP-10-01754 (“Action”), filed in the State of South Carolina, County of Charleston, Court of Common Pleas, Ninth Judicial Court.

This Action arises out of an October 2020 phishing incident, involving Roper (the “Data Incident”). Plaintiffs allege that the Data Incident potentially resulted in unauthorized access by a third party to three of Roper’s employees’ email accounts, which may have included the personally identifiable information (“PII”) and protected health information (“PHI”) of approximately 190,000 individuals (the “Data Incident”). Roper disagrees with Plaintiffs’ claims and denies any wrongdoing.

The Settlement Class consists of those who were notified that their PII and/or PHI may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Roper on or around October 2020.

You are included in this Settlement as a Settlement Class Member if you were notified that your PII/PHI may have been impacted in the Data Incident.

Your legal rights are affected regardless of whether you do or do not act. Read this Long Form Notice carefully.

The Court in charge of this case must still decide whether to approve the Settlement, including Class Counsel’s request for attorneys’ Fees, Costs, and Expenses and incentive awards for the Class Representatives. No Settlement benefits will be provided until the Court approves the Settlement, and it becomes Final.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	You must submit a Valid Claim to receive Settlement benefits. Claim Forms must be submitted online by the Claims Deadline of [Claims Deadline] , or, if mailed, postmarked no later than [Claims Deadline]
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any compensation.
Exclude Yourself	Get out of the Settlement. Get no compensation. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Action. You will not receive any Settlement benefits from the Settlement. Your request to exclude yourself must be postmarked no later than the Opt-out Date of [Opt-Out Date] .
File an Objection	Stay in the Settlement but tell the Court why you think the settlement or Class Counsel’s request for attorneys’ Fees, Costs and Expenses and incentive awards should not be approved. objections must be postmarked no later than the Objection Date of [Objection Date] . You will still be bound by the Settlement if the Court approves it.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [DATE] , at [TIME] .

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BASIC INFORMATION

1. How do I know if I am affected by the Action and Settlement?

You are a Settlement Class Member if you were notified by Roper that your PII and/or PHI may have been exposed to unauthorized third parties as a result of the Data Incident.

The Settlement Class specifically excludes: (i) Roper and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; 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 Data Incident or who pleads *nolo contendere* to any such charge.

This Long Form Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Prevost et al. v. Roper St. Francis Healthcare*, C.A. No. 2022-CP-10-01754, filed in the State of South Carolina, County of Charleston, Court of Common Pleas, Ninth Judicial Circuit. The persons who sued are called the “Plaintiffs” and the company they sued, Roper St. Francis Healthcare, is known as the “Defendant” in this case. Roper will be called “Defendant” in this Long Form Notice.

Plaintiffs filed an Action against Defendant, individually, and on behalf of anyone whose PII and PHI was potentially impacted as a result of the Data Incident.

This Action arises from an October 2020 phishing incident during which an unauthorized third party gained access to three Roper employee email accounts, which contained PII and/or PHI of approximately 190,000 individuals (the “Data Incident”). Plaintiffs allege that as a result of the Data Incident, the cybercriminals gained access to Plaintiffs’ and the Settlement Class Members’ personal information PII and PHI.

After Roper investigated the Data Incident, those persons whose PII and PHI may have been impacted by the Data Incident were mailed notification on or about January 2021. Subsequently, this Action and others ultimately consolidated with this Action were filed asserting claims against Defendant relating to the Data Incident.

Defendant denies any wrongdoing or liability, and no Court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. Defendant denies these and all other claims made in the Litigation. By entering into the Settlement, Defendant is not admitting any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further Litigation. The Class Representatives, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [Documents section](#) of the Settlement Website.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the Settlement if you were sent a notice of the Data Incident. This Settlement is not open to the general public. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit the [Contact Page](#) of the Settlement Website, call toll free [\(XXX\) XXX-XXXX](#), or write to *Prevost et al., v. Roper St. Francis Healthcare*, c/o Kroll Settlement Administration, PO Box [\[Number\]](#), New York, NY 10150-[XXXX](#).

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The Settlement provides for up to \$1,500,000 in benefits for the Settlement Class Members.

The proposed Settlement will provide the following benefits to Settlement Class Members:

Reimbursement Benefits: All Settlement Class Members may submit a Claim to recover compensation for the following:

Lost-Time Claims: All Settlement Class Members may submit a Claim for up to four hours of time spend related to the Data Incident at \$20 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) selects the applicable activity the time was spent on or provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for Lost-Time are included in the \$325 individual cap on ordinary out-of-pocket expense reimbursement.

Ordinary Out-of-Pocket Expenses: All Settlement Class Members who submit a Valid Claim are eligible to recover compensation for up to \$325 of their ordinary unreimbursed out-of-pocket expenses, that were incurred between October 2020 and [\[the Claims Deadline DATE\]](#), as a result of the Data Incident. These expenses may include:

- a. long distance telephone charges, cell phone minutes (if charged by the minute),

Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), costs of credit monitoring services and/or fraud resolution services purchased between October 2020 and [the Claims Deadline Date], other losses incurred by Settlement Class Members determined to be fairly traceable to the Data Incident;

- b. For a Claimant to recover documented costs of credit monitoring services and/or fraud resolution services purchased between October 2020 and [the Claims Deadline date] incurred as a result of the Data Incident, the Claimant must submit (1) a statement that the monitoring or service was purchased primarily because of the Data Incident and not for other purposes; and (2) documentation supporting the cost of the service purchased.

Extraordinary Out-of-Pocket Expenses: Settlement Class Members are also eligible to receive reimbursement for up to \$3,250 per Settlement Class Member for **documented** expenses directly associated with dealing with identity theft or identity fraud directly related to the Data Incident.

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

Out-of-Pocket Expense losses must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

Credit Monitoring Benefits: Settlement Class Members are also eligible to receive twelve (12) months of credit monitoring.

7. How to submit a Claim?

All Claims will be reviewed by the Settlement Administrator to determine whether the Claim is a Valid Claim. You must file a Claim Form to get Settlement benefits from the proposed Settlement. Claim Forms must be submitted online by **[Claims Deadline]**, or postmarked no later than the Claims Deadline of **[Claims Deadline]**. You can download a Claim Form at www.xxxxxxxxxxxxxx.com or you can call the Claims Administrator at **(XXX) XXX-XXXX** for a Claim Form.

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

If you stay in the Settlement, you will be eligible to receive compensation, but you will not be able to sue Roper, its Related Entities, and each of their each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Parties”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, including Released Claims and Released Parties, is available at [Documents section](#).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. Class Counsel will file a motion requesting that the Class Representatives receive incentive awards to compensate them for their services and efforts in bringing the Action. Roper also agrees not to contest a request for incentive award of up to \$1,500 to each of the Class Representatives. Roper shall pay any incentive award in addition to any benefits provided to Settlement Class Members. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely notice of your intent for exclusion from the Settlement Class to the Post Office Box established by the Claims Administrator, stating your full name, address, and telephone number. Your letter must state that you want to be excluded from the Settlement, and include your name, address, and signature. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

Your written notice of intent to exclude yourself must be postmarked no later than the Opt-Out Date of **[Opt-Out Date]**, to:

Prevost v. Roper St. Francis Healthcare
c/o Kroll Settlement Administration
PO Box **[Number]**
New York, NY 10150-**XXXX**

Instructions on how to submit an opt-out request are also available from the Claims Administrator by calling **(XXX) XXX-XXXX**.

If you exclude yourself will not be able to receive any compensation from the Settlement, and you cannot object to the Settlement or Class Counsel's request for attorneys' Fees, Costs and Expenses and incentive awards at the Final Fairness Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue Defendant or the Released Parties later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the Released Claims, as set forth in the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any compensation from the Settlement, you will not be able to start or proceed with an Action, or be

part of any other Action against the Defendant or the Released Parties (listed in Question 8) about the Released Claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Anastopoulo Law Firm, LLC, Slotchiver & Slotchiver LLP, Halversen & Halversen, LLC, The Richter Firm, LLC, Solomon Law Group, LLC and Milberg Coleman Bryson Phillips Grossman PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ Fees, Costs and Expenses in an amount not to exceed \$515,000. Roper also agrees not to contest a request for incentive award of up to \$1,500 to the named Plaintiffs. Roper shall pay any incentive award in addition to any benefits provided to Settlement Class Members and the costs of notice and claims administration and separate from any award of attorneys’ Fees, Costs, and Expenses. A copy of Class Counsel’s motion for attorneys’ Fees, Costs and Expenses, and incentive awards for Class Representatives will be posted on this Settlement Website, **Documents section** before the Objection Date to the Settlement.

Any award for attorneys’ Fees, Costs, and Expenses for Class Counsel will be paid by Roper. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, including Class Counsel’ request for attorneys’ Fees, Costs, and Expenses, and incentive awards, you must file a written objection with the Court telling it why you do not think the settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the objector’s full name, address, telephone number, and e-mail address (if any);
- b) information identifying the objector as a Settlement Class Member;
- c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- d) the identity of all lawyers (if any) representing the objector;
- e) the identity of all of the objector’s lawyers (if any) who will appear at the Final Fairness Hearing;
- f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and

- h) the objector’s signature or the signature of the objector’s duly authorized lawyer or other duly authorized representative.

In addition to the above, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date of **[Objection Date]**, to the Court of Common Pleas for the Ninth Judicial Circuit, one of the Class Counsel designated below, and Roper’s Counsel at the addresses below:

COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT	CLASS COUNSEL	DEFENSE COUNSEL
<p style="text-align: center;">Clerk of the Court Charleston County Judicial Center 100 Broad Street Charleston, SC 29401</p>	<p style="text-align: center;">Carl L. Solomon SOLOMON LAW GROUP, LLC P.O. Box 1866 Columbia, SC 29202</p>	<p style="text-align: center;">Christopher A. Wiech BAKER & HOSTETLER LLP 1170 Peachtree Street, Ste 2400 Atlanta, GA 30309</p>

You may also file your objection with the Court through the Court’s ECF system, with service on Class Counsel and Roper’s Counsel to be made through the ECF system.

If you do not submit your objection with all requirements, or if your objection is not received by the Objection Date of **[Objection Date]**, you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on **[DATE]**, at **[TIME]** in Courtroom **[ADDRESS]** or by remote or virtual means as ordered by the Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check this Settlement Website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who

have asked to speak at the hearing if the request was made properly. The Court will also consider Class Counsel's request for an award of attorneys' Fees, Costs, and Expenses and Class Counsel's request for incentive awards to the Class Representatives.

After the Final Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any compensation, you will not be able to sue for the claims in this case, and you release the Released Claims, as set forth in the Settlement Agreement, against Defendant and the Released Parties described in Question No. 8.

GET MORE INFORMATION

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

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's motion for attorneys' Fees, Costs, and Expenses, and incentive award for Class Representatives, and more, please visit this Settlement Website or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Prevost v. Roper St. Francis Healthcare*, c/o Kroll Settlement, Administration, PO Box [Number], New York, NY 10150-XXXX.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT,
OR DEFENDANT'S COUNSEL.**

EXHIBIT D

**IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT**

LOUISE PREVOST, PAUL FREDERICK, AMY RICHARDSON, JANE DOE #1, JANE DOE #2, and JANE DOE #3, Individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ROPER ST. FRANCIS HEALTHCARE,

Defendant.

C.A. NO.:
2021-CP-1001754

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Roper St. Francis Healthcare. After reviewing Plaintiffs’ unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Louise Prevost, Paul Frederick, Amy Richardson, Heidi Roemer, Betty Smalls and Elizabeth Peterson as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Kroll Settlement Administration, LLC

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

as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

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

The approximately 190,000 individuals who were notified that their personally identifiable information and/or personal health information may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Roper on or around October 2020.²

3. Based on the information provided: the Class is ascertainable; it consists of roughly 190,000 Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant allegedly failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; and the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class.

4. The Court appoints Plaintiffs Louise Prevost, Paul Frederick, Amy Richardson, Heidi Roemer, and Elizabeth Peterson as the Class Representatives.

5. The Court appoints Anastopoulo Law Firm, LLC, Slotchiver & Slotchiver LLP, Halversen & Halversen, LLC, The Richter Firm, LLC, Solomon Law Group, LLC and Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel for the Class.

6. The Court appoints Kroll Settlement Administration, LLC as the Settlement

² "Data Incident" shall mean the cybersecurity incident against Roper St. Francis Healthcare giving rise to the Action.

Administrator.

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

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards of \$1,500 each, and Class Counsel's combined attorneys' fees and expenses of up \$515,000 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

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

9. The Court preliminarily approves the following Settlement Timeline for the

purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days after preliminary approval order
Long and Short Notices Posted on the Settlement Website	Upon Notice Date
Notice Date	+45 days after preliminary approval order
Notice Completion Date	+15 days after Notice Date
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	-14 days before the Opt-Out and Objection Deadlines
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to the Parties’ counsel	+70 days after objection/opt-out deadline
Claims Deadline	+90 days after Notice Date
<u>Final Approval Hearing</u>	
Motion for Final Approval	, 2024
	-14 days from the Final Approval Hearing
<u>From Order Granting Final Approval</u>	
Effective Date	+31 days, assuming no appeal has been taken.
Payment of Attorneys’ Fees and Expenses Class Representative Service Awards	+30 days after Effective Date
Payment of Claims to Class Members	+30 days of Effective Date
Settlement Website Deactivation	+90 days after Effective Date

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

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

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

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member;
- (iii) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- (iv) the identity of all lawyers (if any) representing the objector;
- (v) the identity of all of the objector’s lawyers (if any) who will appear at the Final Fairness Hearing;
- (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and

- (viii) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.
- (ix) In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative his/her full name, address, and current telephone number.

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

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

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

claims asserting any of the Released Claims against Roper St. Francis Healthcare.

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

IT IS SO ORDERED.

/s/
The Honorable Roger M. Young, Sr. S.C. Circuit Judge 2134