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EXHIBIT A

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between UI COMMUNITY HOMECARE (a d/b/a for UNIVERSITY OF IOWA COMMUNITY MEDICAL SERVICES, LLC) ("UICH" or "Defendant") and THOMAS GRANT, TINA BEERBOWER, AMANEE CLARK, AIRIKA KOTASKA, CLAIRE MOSELEY, JACK MOSELEY, ANNE WISER, TIMOTHY MALONEY, ROGER BRADLEY, JULIE PAULSEN, KRISTINA BENNETT AND MICHAEL MARCUS (collectively referred to herein as "Plaintiffs"), individually and on behalf of the Settlement Class, in the case of *THOMAS GRANT v. UI COMMUNITY HOMECARE*, Case No. 06521 CVCV086807 pending in Iowa District Court for Johnson County. UICH and Plaintiffs are each referred to as a "Party" and are collectively referred to herein as the "Parties."

I. FACTUAL BACKGROUND AND RECITALS

1. UICH discovered a cyberattack on or about July 3, 2025 (the "Security Incident"), in which cybercriminals gained unauthorized access to certain UICH computer systems and accessed certain personal information and personal health information of its patients and others.

2. During the Security Incident, one or more unauthorized third parties accessed Class Members' private information, which included, but was not limited to, full names, dates of birth, addresses, phone numbers, medical record numbers, provider information, health insurance information, and Social Security numbers.

3. On August 29, 2025, following the completion of its investigation, UICH began sending notices of the Security Incident to those individuals whose information may have been compromised.

4. On September 5, 2025, Plaintiff Thomas Grant filed a Class Action Petition against UICH in Iowa District Court for Johnson County alleging the following causes of action: (1) Negligence; (2) Negligence *Per Se*; (3) Breach of Confidence; (4) Breach of Implied Contract; (5) Breach of the Implied Covenant of Good Faith and Fair Dealing; (6) Breach of Fiduciary Duty; and (7) Unjust Enrichment.

5. Subsequently, multiple other Class Action Petitions were filed by various Plaintiffs against UICH in Iowa District Court for Johnson County alleging similar causes of action.

6. On April 15, 2026, Plaintiffs filed an Amended Class Action Petition against UICH in Iowa District Court for Johnson County alleging the following causes of action: (1) Negligence; (2) Negligence *Per Se*; (3) Breach of Implied Contract; (4) Breach of Confidence; (5) Breach of Fiduciary Duty; and (6) Unjust Enrichment.

7. The Parties' Counsel are experienced litigators in consumer protection, data privacy, and data breach litigation. The Parties exchanged confidential information related to the Security Incident that allowed the Parties to assess all aspects of the case and meaningfully engage in arms-length settlement negotiations. UICH provided informal discovery responses that included a summary of the facts based on the investigation into the Security Incident, as well as its recovery

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and restoration process and security measures. UICH also provided and directed Plaintiffs to information regarding the approximate total number of US customers impacted by the incident.

8. On March 27, 2026, the Parties reached a settlement following negotiations over the course of several months, and a mediation before the Honorable Ronald Leighton, United States District Court for the Western District of Washington (ret.). Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action (defined below) and UICH's potential defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or trial.

9. However, Plaintiffs and Class Counsel recognize that UICH has raised factual and legal defenses in the Action that presented a significant risk that Plaintiffs may not prevail and/or that a class might not be certified for trial. Class Counsel has also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation.

10. Plaintiffs and Class Counsel believe that this Agreement represents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in the Settlement Agreement.

11. UICH denies all material allegations in the Action, including any allegations of negligence, fault, wrongdoing, or liability, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, UICH has similarly concluded that this Settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims. UICH thus desires to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class. This Agreement shall not be construed as an admission of any wrongdoing, liability, or fault on the part of UICH or any Released Parties.

12. WHEREAS, pursuant to these terms, which are set forth fully below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Action against UICH and the Released Parties (defined below) arising out of or relating to the Security Incident, by and on behalf of the Class Representatives and Settlement Class Members (defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against UICH relating to the Security Incident.

13. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and

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finally compromised, settled, and released, and the Action shall be dismissed with prejudice or that judgment be entered in accordance with the settlement terms, upon and subject to the terms and conditions set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following defined terms shall have the meanings set forth below:

14. **"Action"** means the case captioned *THOMAS GRANT v. UI COMMUNITY HOMECARE*, Case No. 06521 CVCV086807 pending in Iowa District Court for Johnson County.

15. **"Agreement"** or **"Settlement Agreement"** or **"Settlement"** means this Settlement Agreement and Release and the attached Exhibits.

16. **"Approved Claim(s)"** means a Claim Form submitted by a Settlement Class member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement, and (d) is approved by the Settlement Administrator.

17. **"Claimant"** means an individual who has submitted a Claim Form.

18. **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than ninety (90) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

19. **"Claim Form"** means the form which will be agreed upon by the Parties prior to seeking preliminary approval of this Settlement that Settlement Class Members may submit to obtain compensation under this Settlement Agreement. *See* **Exhibit 1**.

20. **"Class Counsel"** means attorneys Bart Cohen of Bailey Glasser LLP; Daniel Srourian of Srourian Law Firm, P.C.; and M. Anderson Berry of Emery Reddy PC.

21. **"Class Representatives"** or **"Plaintiffs"** means the named Plaintiffs in the Action, Thomas Grant, Tina Beerbower, Amanee Clark, Airika Kotaska, Claire Moseley, Jack Moseley, Anne Wiser, Timothy Maloney, Roger Bradley, Julie Paulsen, Kristina Bennett, and Michael Marcus.

22. **"Court"** means the Iowa District Court for Johnson County and any Judge assigned to the Action.

23. **"Defendant"** means UI Community Homecare (a d/b/a for University of Iowa Community Medical Services, LLC).

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24. **"Defendant's Counsel"** or **"UICH's Counsel"** means Diana Szego Fassbender and Aravind Swaminathan of Orrick, Herrington & Sutcliffe LLP, and Brian Barmettler of Baird Holm LLP.

25. "**Documented Losses**" means unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Security Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Private Information; (ii) costs incurred on or after July 3, 2025, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges

26. **"Effective Date"** means the date when the Settlement Agreement becomes final, which is one business day following the later of: (i) thirty (30) days after the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order. If there are no timely objectors, the Effective Date is one business day after the Final Approval Order is entered by the Court.

27. **"Escrow Account"** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

28. **"Fee Award"** means the amount of attorneys' fees awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

29. **"Litigation Costs"** means the amount of litigation costs awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

30. **"Final Approval Hearing"** means the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award, awarding Litigation Costs, and the Service Awards to the Class Representatives.

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31. **"Net Settlement Fund"** means the non-reversionary cash fund made by Defendant of Two Million Dollars ($2,000,000.00) referenced in the Settlement Fund, less any Fee Award, Litigation Costs, Service Awards to the Class Representatives, and Settlement Administration Expenses. The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Approved Claims.

32. **"Notice"** means both the Short Notice and Long Notice of the proposed Settlement and Final Approval Hearing which will be agreed upon by the Parties prior to seeking preliminary approval of this Settlement, and which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement. The Parties agree the Notice fulfills the requirements of Due Process and the Iowa Rules of Civil Procedure § 1.261 et. seq., and is substantially in the form of the Exhibits attached hereto. *See* **Exhibit 2**.

a. "Short Notice" means the short-form notice of this proposed class action Settlement that will be mailed to Class Members via Regular U.S. Mail and will direct recipients to the Settlement Website where recipients may view the Long Notice and make a claim for monetary relief.

b. "Long Notice" means the long form notice of settlement to be posted on the Settlement Website, providing comprehensive information about the settlement terms, benefits, and procedures.

33. **"Notice Date"** means the date by which the Notice is disseminated to the Settlement Class and shall be a date no later than 30 days following the Court's Preliminary Approval Order.

34. "**Objection/Exclusion Deadline**" means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date forty-five (45) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

35. "**Preliminary Approval Order**" means the Court's order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

36. "**Private Information**" means any information connected to a Settlement Class Member that, when used alone or with other information, can be used to uncover that individual's identity. It includes, but is not limited to, full names, date of birth, address, phone number, medical record number, provider, health insurance information, and Social Security number.

37. "**Released Claims**" shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, including, without limitation: negligence; negligence per se; breach of contract; breach of

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implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; 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; breach of any consumer protection statute; 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, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (defined below) based on, relating to, concerning or arising out of the Security Incident or alleged theft of Private Information before the Effective Date or the allegations, facts, or circumstances described in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class using the protocol described herein.

38. "**Released Parties**" or "**Released Party**" means UICH, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on UICH's behalf, in their capacity as such, and includes but is not limited to the State University of Iowa; University of Iowa; University of Iowa Health Care; University of Iowa Carver College of Medicine; University of Iowa Physicians; University of Iowa Health System; University of Iowa Community Medical Services, LLC; the State of Iowa; and the Iowa Board of Regents. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

39. "**Releasing Parties**" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

40. **"Service Award"** means the award approved by the Court for the Class Representatives.

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41. "**Settlement Administration Expenses**" means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund, as approved by the Court.

42. "**Settlement Administrator**" means Angeion Group, LLC, the third-party settlement administrator agreed upon by the Parties, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, transmit Settlement Payments on Approved Claims, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

43. **"Settlement Class"** shall mean all U.S. residents whose Private Information may have been compromised as the result of the Security Incident sustained by UICH on or about July 3, 2025 (as further described in Plaintiffs' Complaint) and who were sent a Notice of Security Incident by UICH and/or University of Iowa Health Care. The Settlement Class specifically excludes: (i) UICH, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge. The Settlement Class Consists of approximately 211,000 individuals.

44. **"Settlement Class Member(s)"** shall mean each and every member of the Settlement Class, as defined in Paragraph 43 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

45. **"Settlement Consideration"** means the following: (1) the non-reversionary cash fund that shall be established by Defendant in the amount of Two Million Dollars ($2,000,000.00); and (2) UICH's and the Released Parties' estimated Two Million Dollars ($2,000,000.00) in enhanced security measures in connection with data impacted by the Security Incident, totaling Four Million Dollars ($4,000,000.00).

46. **"Settlement Fund"** means the following: (1) the non-reversionary cash fund that shall be established by Defendant in the amount of Two Million Dollars ($2,000,000.00) minus the deduction of Settlement Administration Expenses, Fee Award and Service Awards, and Litigation Costs. Within fifteen (15) days of an order granting preliminary approval of the Settlement or the Defendant's receipt of all necessary payment information and the Settlement Administrator's voice verification of the payment information, whichever is later, Defendant will pay the amount designated by the Settlement Administrator that is necessary to fund notice to the Settlement Class and claims administration into a non-reversionary cash settlement fund for the benefit of Settlement Class Members. Within ten (10) days of the later of (1) the Effective Date or (2) Defendant's receipt of the Settlement Administrator's funding instructions and W-2, Defendant or any other party on behalf of Defendant shall deposit the remainder of the Two Million Dollars ($2,000,000.00) into the Escrow Account for the purpose of completing the funding of Settlement and its Administration. The Settlement Fund shall be kept in the Escrow Account with permissions

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granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party, except if the Effective Date does not occur or Defendant exercises its right to terminate this Settlement as set forth in this Agreement. Defendant shall have no monetary obligation other than funding the Two Million Dollars ($2,000,000.00) Settlement Fund and the Two Million Dollars ($2,000,000.00) in enhanced security measures which Defendant will undertake separate and apart from the Settlement Fund.

47. **"Settlement Payment"** means any payment, whether for Documented Losses, Cash Payments, or both, from the Net Settlement Fund to individual Settlement Class Members with an Approved Claim.

48. **"Settlement Website"** means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall include a toll-free telephone number to address Settlement Class Members' inquiries. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be _____ or such other URL as the Parties may subsequently agree to.

49. "**Taxes and Tax-Related Expenses**" means: (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon UICH or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

III. SETTLEMENT CLASS CERTIFICATION

50. For purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 52, below; (2) Plaintiffs shall represent the Settlement Class for settlement purposes as the Class Representatives; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

51. UICH does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this

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Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that UICH did not oppose the certification of a class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

52. Subject to Court approval, the Settlement Class consisting of the following Nationwide class shall be certified for settlement purposes:

> All U.S. residents whose Private Information may have been compromised as the result of the Security Incident sustained by UICH on or about July 3, 2025 (as further described in Plaintiffs' Complaint) and who were sent a Notice of Security Incident by UICH and/or University of Iowa Health Care (the "Class").

IV. SETTLEMENT BENEFITS TO CLASS

53. All Settlement Class Members who submit a Claim Form are eligible to receive two years of three bureau Credit Monitoring Services, and immediate support to class members who elect credit monitoring services.

54. All Settlement Class Members may also submit a claim for Documented Losses, up to a maximum of Two Thousand Dollars ($2,000.00). Settlement Class Members may submit a claim for reimbursement upon presentment of reasonable Documented Losses arising from the Security Incident.

a. Settlement Class Members who elect to submit a claim for reimbursement for Documented Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name, e-mail address, and current postal address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Documented Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Documented Losses if they have already been reimbursed for the same out-of-pocket losses by another source, including compensation provided in connection with any identity protection and credit monitoring services offered by UICH or obtained by a Settlement Class Member.

b. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Documented

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Losses reflects valid Documented Losses actually incurred that are fairly traceable to the Security Incident but may consult with Class Counsel and Defendant's Counsel together in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider: (i) whether the timing of the loss occurred on or after July 3, 2025; and (ii) whether the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was involved in the Security Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

c. If the aggregate amount of Approved Claims for Documented Losses exceeds the remaining amount of the Settlement Fund after payment for Credit Monitoring Services, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, Approved Claims for Documented Losses will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

55. In addition to making Claims for Documented Losses, Settlement Class Members may elect to receive a Cash Payment. The amount of the payment will be calculated by dividing the funds remaining in the Net Settlement Fund, after payment of Approved Claims for Documented Losses and Approved Claims for Credit Monitoring services, by the number of Settlement Class Members with an Approved Claim. The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of Approved Claims filed and the Net Settlement Fund available for these payments.

56. If, despite the best efforts of the Settlement Administrator, a residual amount remains after distribution, the Parties shall meet and confer about the appropriate use of such residual funds to ensure no funds revert to UICH, including the possibility of using such residual funds for additional Settlement Class benefits or distribution to a non-profit organization to be agreed upon by the Parties.

57. 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 payment 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.

58. UICH has implemented certain data security enhancements since the Security Incident. UICH and/or University of Iowa Health Care will implement and maintain additional data security enhancements to protect the data impacted by the Security Incident. Defendant agrees that such enhancements, intended to safeguard Private Information in UICH's possession from future threats, are a material benefit to the Settlement Class and are included in the total Settlement Consideration. Those measures include, for various periods of time depending on the measure:

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expanding the scanning and monitoring program using insights from its investigation; supplemental cyber security monitoring with additional third-party managed service monitoring; and deploying additional malware scanning tools across all products, among other enhancements. The estimated cost of implementing and maintaining such measures is approximately Two Million Dollars ($2,000,000.00).

V. RELEASE

59. **Release:** Upon the Effective Date, each Settlement Class Member, including Class Representatives, shall be deemed to have, and by operation of the final judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Security Incident; or (b) any of the alleged violations of laws or regulations cited in the Action from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

60. **Notice to the Settlement Class:** The Settlement Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of the Court.

61. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present the Notice Plan to the Court for approval, which shall advise the Settlement Class Members of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. In accordance with Paragraph 64 below, the Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's electronic filing system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) sends copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

62. Dissemination of the Notice shall be accomplished by the Settlement Administrator and shall comply with the following:

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a. *Class Member Information*: UICH represents that it will make available last known physical address contact information for Settlement Class Members in the same manner as it had such information to send notice of the Security Incident prior to the Action, solely for the purpose of distributing Notice and administering the Settlement.

b. *Settlement Website*: Prior to the dissemination of the Notice, the Parties agree to direct the Settlement Administrator to create a Settlement Website dedicated to providing information related to the Action and this Settlement, including the Notice contained within **Exhibit 2**. This Settlement Website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Settlement Class Members with the ability to make Claims and allow Settlement Class Members to submit documents to supplement or cure deficient Claims. The Settlement Website shall include a toll-free telephone number to address Settlement Class Members' inquiries.

c. *Settlement Toll Free Number*: The Settlement Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement staffed with live operators during business hours.

d. *Direct Notice*: The Settlement Administrator shall provide Notice directly by mail to the Settlement Class no later than 30 days following entry of the Order granting Preliminary Approval. UICH will provide contact information for the Settlement Class to the Administrator within 10 days of the Court issuing an order granting Preliminary Approval of the Settlement. Notice shall be substantially completed within 15 days of the Notice Date.

The administration of the Settlement is defined as the approval of the form of notice program and all related forms; creation and maintenance of Settlement Website; creation and maintenance of a toll free number; 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; communications 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. The notice program shall be designed to provide maximum clarity and ease of Claim submission.

63. **Maintenance of Records:** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel with information concerning the Notice, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Defendant's Counsel all of the Approved Claim Forms received by the

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Settlement Administrator at any time upon reasonable notice. The Settlement Administrator shall confirm whether an individual submitted an Approved Claim Form upon request by Class Counsel. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms for denied Claimants received by the Settlement Administrator at any time upon reasonable notice. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount and distribution of any residual funds.

64. **Processing Claim Forms:** The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse, fraud, and plausibility and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. The Settlement Administrator shall promptly notify the Claimant via the email address provided by the Claimant if one is available, of any Claim Forms rejected in whole or in part and provide its reasons. In the event the Settlement Administrator does not receive such information within twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied in whole or in part. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Any Claimant may dispute the Settlement Administrator's determination regarding their Claim Form. The Settlement Administrator shall advise the Parties of any such disputes and provide enough information to the Parties so they can provide their position on the dispute, if they so choose. The Settlement Administrator will have the final determination as to the viability of any Claim Form submitted.

65. **Timing of Settlement Payments:** The Settlement Administrator shall make Settlement Payments contemplated in this Settlement Agreement to all Settlement Class Members, who, if necessary, have completed required tax forms, within forty-five (45) days after the Effective Date.

66. **Tax Reporting:** The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor is Defendant responsible for the tax treatment to the Settlement Payments received by any Settlement Class Member.

67. **Right to Object:** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the objector's full name and current address, (b) a statement that

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he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following: (a) a written statement of any legal support for such objection; (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection; (c) a list of all persons who will be called to testify in support of the objection, if any; and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action Settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding. In order to be considered timely, objections must be actually filed with the Court by the deadline stated in the Notice.

68. **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *THOMAS GRANT v. UI COMMUNITY HOMECARE*, Case No. 06521 CVCV086807; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. However, when a request for exclusion is missing information, the Settlement Administrator shall contact the person seeking exclusion and give them an opportunity to provide the missing information, which must be provided within twenty-eight (28) days of the Claims Deadline. Any person who timely elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order (as defined below). No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

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VII. PRELIMINARY APPROVAL AND FINAL APPROVAL

69. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

70. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

71. The Class Representatives, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court's refusal to enter a final judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. The Party who elects to terminate this Agreement shall be exclusively responsible for payment of the Settlement Administrator's costs/fees incurred up to the point of termination. UICH shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel within five (5) days of notification that 2% or more of persons in the Settlement Class have submitted a timely request for exclusion from the Settlement. Upon such an election by UICH, the termination of the Settlement will be treated as though Final Approval was not obtained. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

VIII. SERVICE AWARDS AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

72. The Parties did not negotiate the payment of Plaintiffs' attorneys' fees, costs, expenses until after all material terms of the Settlement were agreed to by the Parties. Class Counsel may make a motion for a Fee Award and Costs for reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on a motion for such from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty percent (30%) of the Settlement Consideration, or $1,200,000. Plaintiffs will also separately seek their Litigation Costs not to exceed $25,000.00 to be paid from the Settlement Fund. Payment of the Fee Award and Litigation Costs shall be made

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from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund and be distributed to Settlement Class Members with Approved Claims as Settlement Payments. The amount of attorneys' fees, costs, and expenses to be awarded shall be a matter of complete discretion of the Court upon consideration of the complete factual record before the Court at the Final Approval Hearing.

73. In recognition of Plaintiffs' efforts on behalf of the Settlement Class, and subject to Court approval, Class Counsel may apply to the Court for an award for each Class Representative of up to Two Thousand Dollars ($2,000) from the Settlement Fund ("Service Award"), in addition to any Settlement Payment pursuant to this Settlement Agreement. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any Service Awards shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within twenty-five (25) business days after the Effective Date.

IX. MISCELLANEOUS PROVISIONS

74. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

75. Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

76. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties and their attorneys agree not to assert that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis. Plaintiffs, Defendant, and their respective counsel further agree not to make defamatory or disparaging remarks, comments, or statements concerning Defendant, Plaintiffs, or Released Parties in media outlets or on social media.

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77. The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

78. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents

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an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

80. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

81. All of the Exhibits attached to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

82. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

83. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

84. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

85. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

86. This Settlement Agreement 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. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

88. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without reference to the conflicts of law provisions thereof.

89. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

90. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

Daniel Srourian
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210
Tel: (213) 474-3800
daniel@slfla.com

Bart D. Cohen
BAILEY GLASSER LLP
1055 Thomas Jefferson Street, NW,
Suite 540
Washington, DC 20007
Tel: (202) 463-2101
bcohen@baileyglasser.com

M. Anderson Berry
EMERY REDDY PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Tel: (415) 595-3302
anderson@emeryreddy.com

If to UICH's Counsel:

Diana Szego Fassbender
ORRICK, HERRINGTON & SUTCLIFFE LLP
2100 Pennsylvania Avenue NW
Washington, D.C. 20037
Tel: (202) 339-8533
dszego@orrick.com

Aravind Swaminathan
ORRICK, HERRINGTON &
SUTCLIFFE LLP
401 Union Street
Suite 3300
Seattle, WA 98101
Tel: (206) 839-4340
aswaminathan@orrick.com

91. This Settlement Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

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THOMAS GRANT, individually and as Class Representative

Signature: _____

Date: _____

TINA BEERBOWER, individually and as Class Representative

Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

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Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

ROGER BRADLEY, individually and as Class Representative

Signature: _____

Date: _____

JULIE PAULSEN, individually and as Class Representative

Signature: _____

Date: _____

KRISTINA BENNETT, individually and as Class Representative

Signature: _____

Date: _____

MICHAEL MARCUS, individually and as Class Representative

Signature: _____

Date: _____

SROURIAN LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

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BAILEY GLASSER LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

EMERY REDDY PC, as Class Counsel

By: _____

Print Name: M. Anderson Berry, Esq.

Date: August 20, 2026

UI COMMUNITY HOMECARE

By: DocuSigned by: Denise Jamieson F4D0F150923F4BE...

Print Name: Denise J. Jamieson, MD, MPH

Title: Chair of the Board of Managers

Date: 8/19/2026

DIANA SZEGO FASSBENDER, as UICH's Counsel

By: Diana Fassbender

Print Name: Diana Fassbender

Date: 8/19/2026

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89. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

90. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

Daniel Srourian
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210
Tel: (213) 474-3800
daniel@slfla.com

Bart D. Cohen
BAILEY GLASSER LLP
1055 Thomas Jefferson Street, NW,
Suite 540
Washington, DC 20007
Tel: (202) 463-2101
bcohen@baileyglasser.com

M. Anderson Berry
EMERY REDDY PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Tel: (415) 595-3302
anderson@emeryreddy.com

If to UICH's Counsel:

Diana Szego Fassbender
ORRICK, HERRINGTON & SUTCLIFFE LLP
2100 Pennsylvania Avenue NW
Washington, D.C. 20037
Tel: (202) 339-8533
dszego@orrick.com

Aravind Swaminathan
ORRICK, HERRINGTON & SUTCLIFFE LLP
401 Union Street
Suite 3300
Seattle, WA 98101
Tel: (206) 839-4340
aswaminathan@orrick.com

91. This Settlement Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

THOMAS GRANT, individually and as Class Representative

Signature: _____

Date: 08/03/26

TINA BEERBOWER, individually and as Class Representative

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ROGER BRADLEY, individually and as Class Representative

Signature: _____

Date: _____

JULIE PAULSEN, individually and as Class Representative

Signature: _____

Date: _____

KRISTINA BENNETT, individually and as Class Representative

Signature: Kristina Lee Bennett
Kristina Lee Bennett (Aug 2, 2026 11:02:02 CDT)

Date: 08/02/26

MICHAEL MARCUS, individually and as Class Representative

Signature: Michael Stephan Marcus
Michael Stephan Marcus (Aug 6, 2026 09:12:04 CDT)

Date: 08/06/26

SROURIAN LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

BAILEY GLASSER LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

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Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

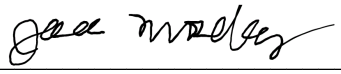
Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: 

Date: August 2, 2026

ANNE WISER, individually and as Class Representative

Signature: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

ROGER BRADLEY, individually and as Class Representative

Signature: Roger Bradley (Aug 21, 2026 13:41:21 CDT)

Date: 08/21/2026

JULIE PAULSEN, individually and as Class Representative

Signature: _____

Date: _____

KRISTINA BENNETT, individually and as Class Representative

Signature: _____

Date: _____

MICHAEL MARCUS, individually and as Class Representative

Signature: _____

Date: _____

SROURIAN LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: Daniel Srourian

Date: 08/20/26

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Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: 07 / 31 / 2026

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: Signed by: _____
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Date: 8/10/2026

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Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: CLAIRE MOSELEY

Date: August 2, 2026

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

Signature: Tina Beerbower

Date: 08/01/2026

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

ROGER BRADLEY, individually and as Class Representative

Signature: _____

Date: _____

JULIE PAULSEN, individually and as Class Representative

Signature: _____

Date: _____

KRISTINA BENNETT, individually and as Class Representative

Signature: _____

Date: _____

MICHAEL MARCUS, individually and as Class Representative

Signature: _____

Date: _____

SROURIAN LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

BAILEY GLASSER LLP, as Class Counsel

By: 

Print Name: Bart Cohen

Date: 07/31/2026

Docusign Envelope ID: EB689FD0-54D5-80C5-8287-FA5CB624CB32

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: DocuSigned by: Anne Wiser 1780130BC05B488...

Date: 8/13/2026

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

THOMAS GRANT, individually and as Class Representative

Signature: _____

Date: _____

TINA BEERBOWER, individually and as Class Representative

Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: _____

Date: _____

AIRIKA KOTASKA, individually and as Class Representative

Signature: AIRIKA KOTASKA
AIRIKA KOTASKA (Aug 13, 2026 15:47:14 EDT)

Date: 13/08/2026

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

ROGER BRADLEY, individually and as Class Representative

Signature: _____

Date: _____

JULIE PAULSEN, individually and as Class Representative

Signature: Julie Paulsen (Aug 4, 2026 10:46:43 CDT)

Date: Aug 4, 2026

KRISTINA BENNETT, individually and as Class Representative

Signature: _____

Date: _____

MICHAEL MARCUS, individually and as Class Representative

Signature: _____

Date: _____

SROURIAN LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

BAILEY GLASSER LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

Signature: _____

Date: _____

AMANEE CLARK, individually and as Class Representative

Signature: 

Date: 07 / 31 / 2026

AIRIKA KOTASKA, individually and as Class Representative

Signature: _____

Date: _____

CLAIRE MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

JACK MOSELEY, individually and as Class Representative

Signature: _____

Date: _____

ANNE WISER, individually and as Class Representative

Signature: _____

Date: _____

TIMOTHY MALONEY, individually and as Class Representative

Signature: _____

Date: _____

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

EXHIBIT 1

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

Your claim must be submitted online or postmarked by: [DEADLINE]

Thomas Grant v. UI Community HomeCare
Case No. CVCV086807
Iowa District Court for Johnson County
CLAIM FORM
«WEBSITE»

UIHC-CLAIM

GENERAL CLAIM FORM INFORMATION

This Claim Form[1] should be filled out online or submitted by mail if you received a notice of data security incident letter stating your personal information was potentially compromised through a data security incident that occurred on July 3, 2025 (the "Incident") at UI Community HomeCare ("UICH" or "Defendant"). The Settlement Class consists of "All U.S. residents whose Private Information may have been compromised as the result of the Security Incident sustained by UICH on or about July 3, 2025 and who were sent a Notice of Security Incident by UICH."[2] Benefits may include: (1) reimbursement for Documented Losses for out-of-pocket expenses; (2) cash payment; and (3) credit monitoring services. Additionally, UICH has implemented and is undertaking data security enhancements to safeguard the data in its possession, undertaking the cost and expense of the enhancements, which are valued at approximately $2,000,000, separate and apart from the Settlement Fund.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE #] for more information.

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than DD, MM, 2026.**

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

---

[1] Unless otherwise noted, all capitalized terms herein are defined in the Class Action Settlement Agreement, available at www.SETTLEMENTWEBSITE.com.

[2] Excluded from the Settlement Class are: (i) UICH, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name **Last Name**

Street Address

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

Email Address **Phone Number** **Notice ID***

(Can be found on the postcard you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator. If you did not receive a postcard, but believe you are a Settlement Class Member, you may leave this field blank and the Settlement Administrator will verify whether or not you are a Settlement Class Member).

II. CREDIT MONITORING

☐ Check this box if you want to receive two (2) years of three (3) bureau Credit Monitoring Services under the Settlement.

Note: Enrollment instructions will be sent to the email address you provided in Section I of this Claim Form if the Settlement is approved and becomes final.

III. MONETARY COMPENSATION

Documented Losses (if any):

☐ Check this box if you want to receive reimbursement for documented unreimbursed out-of-pocket monetary losses.

Enter the amount of documented unreimbursed out-of-pocket monetary losses that you incurred as a result of the Incident: $_____

By selecting this benefit, I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my claim. This can include receipts or other documentation that I have not "self-prepared." I understand that "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. I understand the Settlement Administrator may contact me for additional information before processing my claim. If I do not have information supporting my claim for unreimbursed monetary losses, I likely will

not receive compensation for this settlement benefit. **I understand that any monetary compensation I may receive under the settlement is capped at $2,000 for out-of-pocket expenses.**

I understand if the aggregate amount of approved claims for Documented Losses exceeds the remaining amount of the Settlement Fund after payment for Credit Monitoring Services, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved claims for Documented Losses will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

To the extent a Documented Loss Claim is denied, it will be treated as a claim for a Cash Payment.

Supporting Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the Documented Loss amount(s) that you are seeking reimbursement for that are supported by that documentation.

Description of Documentation Provided	Amount
Total Documented Losses:	

Cash Payment:

☐ Check this box if you want to receive a *pro rata* cash payment under the Settlement.

IV. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account: _____

Payment via check will be mailed to the address provided in Section I above.

V. SIGNATURE & CERTIFICATION

Please sign below indicating that you have read and understand this Claim Form and that you believe in good faith that you are a member of the Settlement Class. In addition, if you are submitting this Claim for Documented Losses reflecting out-of-pocket expenses, you represent that these losses are true and correct to the best of your knowledge and belief, and are being made under penalty of perjury under Iowa Code § 622.1. By signing below, you further certify that you have neither assigned any right to recover these benefits to any other party nor been reimbursed in whole by a third party for any damages related to the allegations in this lawsuit.

I declare under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge and recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature_____ Date_____

REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [WEBSITE] to edit your Claim Form or send written notification of your new address to the Settlement Administrator. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [WEBSITE] to provide these documents or submit the documents by mail or email to the Settlement Administrator.
4. For more information, please visit the settlement administration website at [WEBSITE] or call the Settlement Administrator at [TELEPHONE#]. Please do not call the Court or the Clerk of the Court.

Mail your completed Claim Form, including any supporting documentation, to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

UICH Security Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

EXHIBIT 2

E-FILED 2026 AUG 24 2:20 PM JOHNSON - CLERK OF DISTRICT COURT

Iowa District Court for Johnson County
Thomas Grant v. UI Community HomeCare
Case No. CVCV086807

Class Action Notice

Authorized by the Iowa District Court for Johnson County

Were you sent a Notice of Security Incident by UI Community HomeCare indicating that your Private Information may have been the subject of a data breach?

There is a $2,000,000 cash settlement of a lawsuit related to an alleged data breach.

You may be entitled to money.

To be part of this Settlement, you should:

Read this Notice.

Respond by [date].

Important things to know:

- If you take no action and are a Settlement Class Member, you will still be bound by the Settlement, and your rights will be affected. ***Please read this Notice carefully and completely.***
- You can learn more at: [website].

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About This Notice

1. Why is there a Notice?

This Notice is to tell you about the settlement of a class action lawsuit, *Thomas Grant v. UI Community HomeCare*, pending in the Iowa District Court for Johnson County. A proposed settlement has been reached in the lawsuit involving University of Iowa Community Medical Services, LLC d/b/a UI Community HomeCare ("UICH" or "Defendant") relating to the alleged unauthorized access of files stored on Defendant's systems, which may have included Private Information (the "Data Security Incident"). **If you received a Notice about this Settlement in the mail, you may be a member of the group of people who received notice of the Data Security Incident by UICH, called the "Settlement Class."** This Notice gives you a summary of the terms of the proposed settlement agreement, explains what rights Settlement Class Members have, and helps class members make informed decisions about what action to take.

2. What do I do next?

Read this Notice to understand the Settlement and to determine if you are a Settlement Class Member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[Settlement Website].com.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This is the only option that potentially allows you to ever be part of any other lawsuit against Defendant or any other Released Parties about the legal claims related to the issues raised in this Litigation, subject to any defenses Defendant may have to such claims, including the statutes of limitations. You can hire your own legal counsel at your own expense.	**_____, 2026**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also object to Class Counsel's attorneys' fees and expense request, and ask the Court for permission to speak about your objection at the Final Fairness Hearing.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

The Court in charge of this case still has to decide whether to approve the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you. These rights and options – **and the deadlines to exercise them** – are explained in this Notice. For complete details, view the Settlement Agreement at [WEBSITE]. If you have questions, you can contact the Settlement Administrator:

UICH Data Security Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

3. What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**
Your deadline to submit a Claim Form: **[date]**

Basic Information

4. What is this lawsuit about?

This lawsuit concerns the alleged unauthorized access to certain files stored on Defendant's systems, which may have included Private Information. Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.

5. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "class" or "class members." One court resolves the lawsuit for all class members, except for those who opt out of the Settlement.

The proposed Class Representatives in this lawsuit are Thomas Grant, Tina Beerbower, Amanee Clark, Airika Kotaska, Claire Moseley, Jack Moseley, Anne Wiser, Timothy Maloney, Roger Bradley, Julie Paulsen, Kristina Bennett, and Michael Marcus.

6. Why is there a Settlement?

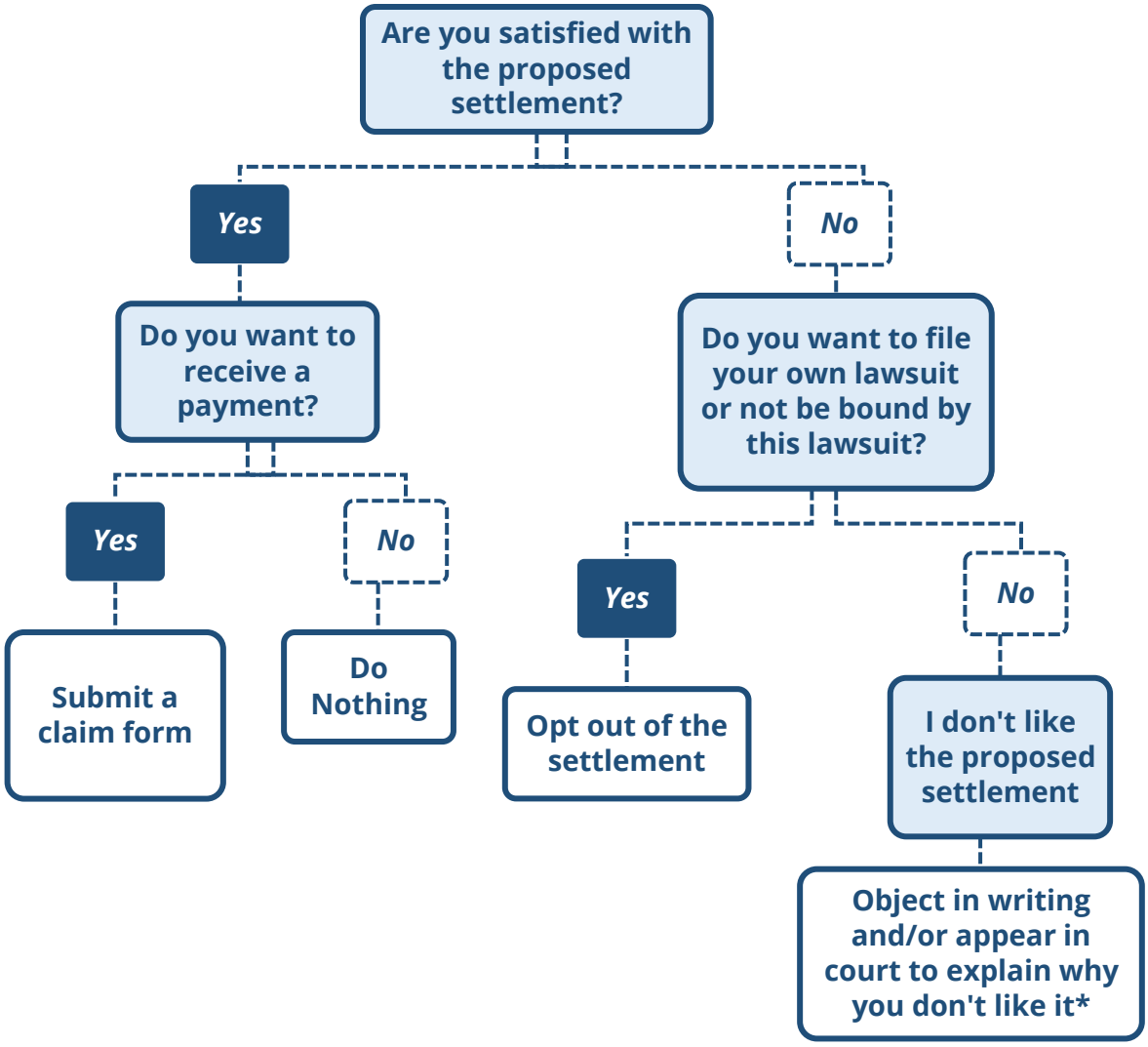
The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs and Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for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

7. How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt Out	Object	Do Nothing
Can I receive Settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

8. What is the best path for me?



You can object to the Settlement **and receive Settlement benefits, but you must submit a Claim Form.*

Who is included in the Settlement?

9. Who is included in the Settlement?

The Settlement Class is defined as: All U.S. residents whose Private Information may have been compromised as the result of the Security Incident sustained by UICH on or about July 3, 2025 and who were sent a Notice of Data Security Incident by UICH.

10. Are there exceptions to being included?

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

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator by mail, email, or by calling toll-free.

UICH Data Security Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

Please do not contact the Court with questions.

The Settlement Benefits

11. What does the Settlement provide?

The Settlement provides for total Settlement Consideration of $4,000,000.00, including:

Creation of a $2,000,000.00 Settlement Fund to pay for: (i) Notice and Administrative Expenses; (ii) Fee Award and Expenses and/or Service Awards, as approved and awarded by the Court; (iii) Two (2) years of three bureau Credit Monitoring Services; (iv) Documented Losses for out-of-pocket expenses; and (v) Cash Payment.

The Settlement also requires Defendant, independent of the Settlement Fund, to implement enhanced data security measures valued at $2,000,000.00 to protect the data impacted by the Security Incident.

Settlement benefits are summarized below. Visit WEBSITE for a full description of these benefits.

Settlement Class Members may submit claims for two (2) years of Credit Monitoring Services, compensation for Documented Losses, and a Cash Payment.

Credit Monitoring Services. Settlement Class Members submitting a claim for Credit Monitoring Services must include their email address.

Compensation for Documented Losses for Out-of-Pocket Expenses. Participating Settlement Class Members can claim up to a total of $2,000 per person for Documented Losses incurred as a result of the Incident, including, without limitation: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Private Information; (ii) costs incurred on or after July 3, 2025, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

If the aggregate amount of approved claims for Documented Losses exceeds the remaining amount of the Settlement Fund after payment for Credit

Monitoring Services, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved claims for Documented Losses will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

Settlement Class Members who elect to submit a claim for reimbursement for Documented Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name, e-mail address, and current postal address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Documented Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Documented Losses if they have already been reimbursed for the same out-of-pocket losses by another source, including compensation provided in connection with any identity protection and credit monitoring services offered by UICH or obtained by a Settlement Class Member.

Cash Payment. All Settlement Class Members are eligible to make a claim for a *pro rata* cash payment. The *pro rata* Cash Payment will be calculated by dividing the funds remaining in the Net Settlement Fund, after payment of approved claims for Documented Losses and approved claims for Credit Monitoring Services, by the number of Settlement Class Members with an approved claim. The final amount of this Cash Payment cannot be determined until the number of Approved Claims filed and the Net Settlement Fund available for these payments is known.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about any of the legal claims this Settlement resolves. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at www.[SettlementWebsite].com.

Submitting a Claim Form for Settlement Benefits

13. How do I submit a claim for a Settlement benefit?

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

UICH Data Security Incident Settlement
Attn: Claims
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing «Email Address», or by writing to the address above.

14. What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline].

15. When will the Settlement benefits be issued?

The Court will hold a Final Fairness Hearing on _____, 2026. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

16. Do I have a lawyer in the case?

Yes, the Court appointed Bart Cohen of Bailey Glasser LLP; Daniel Srourian of Srourian Law Firm, P.C.; and M. Anderson Berry of Emery Reddy PC to represent you and other Settlement Class Members as Class Counsel.

Bart D. Cohen
BAILEY GLASSER LLP
1055 Thomas Jefferson Street, NW, Suite 540
Washington, DC 20007
Telephone: (202) 463-2101

Daniel Srourian
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210
Telephone: (213) 474-3800

M. Anderson Berry
EMERY REDDY PC
600 Stewart Street, Suite 1100
Seattle, WA 98101-1269
Telephone: (916) 823-6955

17. Should I get my own lawyer?

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

18. How will Class Counsel be paid?

Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund of up to thirty percent (30%) of the Settlement Consideration, or $1,200,000, and Litigation Costs not to exceed $25,000.00.

Class Counsel's Fee and Expense Application will be available at www.[SettlementWebsite].com after it is filed with the Court.

Excluding Yourself from the Settlement

19. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue Defendant about the legal issues in this case (subject to any defenses Defendant may have to such a suit, including the statutes of limitations), there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class.

The deadline to submit a request for exclusion from the Settlement is [Opt-Out Deadline].

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

(i) the name of the proceedings: *Thomas Grant v. UI Community HomeCare*, Case No. CVCV086807, pending in the Iowa District Court for Johnson County;
(ii) Settlement Class Member's full name;
(iii) current mailing address;
(iv) personal signature; and
(v) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt out of the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out Deadline]**.

UICH Data Security Incident Settlement
ATTN: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

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

You may only exclude yourself—not any other person.

Any Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and you do not like the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the Settlement, it must include or substantially comply with the following: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, current mailing address, email address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection, and whether the objection applies to the objector, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member or his or her counsel; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Court, in its discretion, may authorize additional discovery of objectors.

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following: (a) a written statement of any legal support for such objection; (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection; (c) a list of all persons who will be called to testify in support of the objection, if any; and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action Settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

To be timely, an objection must be mailed to Settlement Administrator, as well as Class Counsel and Defendant's Counsel, so it is postmarked no later than [**OBJECTION DATE**]. The addresses for each party that should receive notice of the objection are provided below.

Settlement Administrator

UICH Data Security Incident Settlement
ATTN: Objections
P.O. Box 58220
Philadelphia, PA 19102

Class Counsel

Bart D. Cohen
BAILEY GLASSER LLP
1055 Thomas Jefferson Street, NW, Suite 540
Washington, DC 20007

Daniel Srourian
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210

M. Anderson Berry
EMERY REDDY PC
600 Stewart Street, Suite 1100
Seattle, WA 98101-1269

Defendant's Counsel

Aravind Swaminathan
ORRICK, HERRINGTON & SUTCLIFFE LLP
401 Union St, Suite 3300
Seattle, WA 98101

Brian Barmettler
BAIRD HOLM LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068

Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with these instructions, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding.

21. What is the difference between objecting and excluding?

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

The Court's Final Fairness Hearing

22. When is the Court's Final Fairness Hearing?

The Court will hold a Final Fairness Hearing on **[DATE] at [TIME]**, in Courtroom XXX of the [Court Address].

At the Final Fairness Hearing, the Court will consider whether to approve the Settlement, Class Counsel's Fee and Expense Application, and application for Service Awards. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined in **Question 20**, above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (***See* Question 20**).

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

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Fairness Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights described in **Question 2**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive any benefits from this Settlement.

Getting More Information

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you may contact the Settlement Administrator by mail, email, or by calling toll-free.

UICH Data Security Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING QUESTIONS ABOUT THIS SETTLEMENT.

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Iowa District Court for Johnson County

Thomas Grant v. UI Community HomeCare, Case No. CVCV086807

Example QR Code. Replace this with case specific QR Code.

Class Action Settlement Notice

Authorized by the Iowa District Court for Johnson County

Your information may have been exposed in an alleged security incident at UI Community HomeCare.

You may be a member of the group of people who received notice of the security incident.

There is a $2,000,000 cash settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you can respond by [DATE].

You can visit [WEBSITE] to learn more.

This is an important legal document. Key things to know:

- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue University of Iowa Community Medical Services, LLC d/b/a UI Community HomeCare about the same issues. If you do not want to be legally bound by the settlement, you must ***exclude yourself*** by [**DATE**].
- If you wish to ***object*** to the settlement, you must do so by [**DATE**]. Complete details on how to exclude yourself or object to the Settlement are available at [website].
- Settlement benefits available to you may include (i) Two (2) years of three bureau Credit Monitoring Services; (ii) Compensation for Documented Losses for out-of-pocket expenses; and (iii) *pro rata* Cash Payment. To receive benefits, you must ***submit a Claim Form*** by [**DATE**].
- A Final Fairness Hearing will be held by the Court on [**DATE**].
- If you have questions or need assistance, please call [phone number]. You can learn more at [website] or by scanning the QR code.

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UICH Data Security Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Court-Approved Legal Notice



This is an important notice about a class action lawsuit.

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

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Claims must be postmarked no later than _____, 2026 or submitted online no later than _____, 2026.

Monetary Compensation: If you want to submit a claim for a Documented Loss Payment, visit the Settlement Website listed in the attached notice to submit your Claim Form and supporting documentation online or download a Claim Form to complete and return by mail. You can use this Claim Form to choose a *pro rata* Cash Payment, in addition to Credit Monitoring Services.

Check the box(es) to indicate which benefit(s) you want to receive and provide the required information.

☐ ***Pro Rata* Cash Payment**. The amount of the *pro rata* Cash Payment will depend on the number of Approved Claims received and the funds available for these payments.

Select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check (mailed to the address above)

Provide the email address or mobile number associated with your PayPal, Venmo or Zelle account: _____

☐ **Credit Monitoring Services**. *Provide an email address to receive enrollment instructions*: _____

Signature
I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct to the best of my knowledge.

Signature: _____ Date (mm/dd/yyyy): ___ ___ /___ ___ /___ ___ ___ ___

«BARCODE»

POSTAGE

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UICH Data Security Incident Settlement
Attn: Claim Forms
[ADDRESS]