

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is entered into by and between Laboratory Services Cooperative (“Defendant” or “LSC”) and Keefe John and Tori McMillan (collectively, “Plaintiffs” and, together with Defendant, the “Parties”), both individually, and on behalf of the Settlement Class (as defined below).

I. FACTUAL BACKGROUND AND RECITALS

1. Defendant is a 501(c)(3) and 501(e) nonprofit organization based in Washington that provides laboratory testing services to certain Planned Parenthood member affiliates.

2. On October 27, 2024, LSC identified suspicious activity on its network and promptly began an investigation to determine the nature and scope of the incident. Based on its investigation, LSC determined that certain patient and worker-related files may have been accessed and exfiltrated from its network (the “Data Incident”). Through its investigation, LSC determined this data may have included Personal Information.

3. LSC publicly disclosed the Data Incident on April 10, 2025. Shortly thereafter, beginning on April 16, 2025, eight putative class actions were filed in the United States District Court for the Western District of Washington, beginning with *Daniels v. Laboratory Services Cooperative*, Case No. 2:25-cv-00685 (the “*Daniels Action*”). On May 29, 2025, all eight active cases, representing all litigation arising from the Data Incident, were consolidated into a single action entitled *In re Laboratory Services Cooperative Data Breach Litigation*, No. 2:25-cv-00685-BJR (W.D. Wash.) (the “*Litigation*”).

4. On July 7, 2025, Plaintiffs filed a consolidated complaint in the Western District of Washington, Seattle Division. On August 19, 2025, and in anticipation of a scheduled mediation, the Parties filed a Stipulated Motion to Stay Pending Mediation, which the Court granted.

5. Shortly after the filing of the consolidated complaint, the Parties initiated settlement discussions. Subsequently, the Parties agreed to proceed with a virtual mediation with Bennett G. Picker. The Parties attended that mediation on December 10, 2025. While the Parties were unable to reach a resolution during the mediation, the mediation laid the groundwork for further negotiations, and the Parties actively continued their efforts to explore an early resolution of the case, exchanging further informal discovery.

6. On January 20, 2026, the Court granted the Parties’ request to continue the stay that had been issued on August 19, 2025. The Parties, after extensive negotiations, informal discovery, and investigations reached a settlement shortly thereafter. The Court has continued the stay as the Parties have worked to memorialize and finalize this Agreement.

7. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein because the outcome of the Litigation is uncertain, and achieving a final result through contested litigation would entail substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

8. Defendant expressly denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation, or discussion thereof is, may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability of Defendant.

9. The Parties now enter into this Settlement Agreement. Settlement Class Counsel has conducted a pre-suit investigation, requested and reviewed substantial informal discovery materials in preparation for and during the course of mediation and subsequent negotiations, and has fully evaluated the merits and risks of future litigation. Moreover, Settlement Class Counsel has fully evaluated the available facts, applicable law, and comparable settlements related to the Litigation and have concluded that the proposed settlement, according to the terms set forth below, is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact, (2) the risks inherent in the Litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement, and (4) the magnitude of the benefits derived from the proposed Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and the limited financial resources of the Defendant.

10. Prior to Plaintiffs filing a motion for preliminary approval of this Settlement Agreement, plaintiffs Keyonna Daniels, S.T., Emerald Black, Kori Wynn, Madeline McCann, Cayla Page, Robin Meyabadi, CJ McCurry, N.B., and A.B. will file voluntary dismissals of their claims against LSC in the Litigation.

11. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

12. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be fully and finally settled and compromised with prejudice, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Settlement Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

13. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

14. **“Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

15. **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline is entered or such other date as ordered by the Court in the Preliminary Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website, and on the Claim Form.

16. **“Counsel”** or **“Parties’ Counsel”** means both Settlement Class Counsel and Defendant’s Counsel, collectively.

17. **“Data Incident”** shall mean the potential unauthorized access of the Personal Information that is the subject of the Litigation and that LSC disclosed on or around April 10, 2025.

18. **“Defendant”** shall mean Laboratory Services Cooperative (“LSC”).

19. **“Defendant’s Counsel”** shall mean Tambry L. Bradford of Troutman Pepper Locke LLP.

20. **“District Court”** or **“Court”** shall mean the United States District Court for the Western District of Washington.

21. **“Effective Date”** shall mean the date on which all appellate rights with respect to the Final Approval Order have expired or have been exhausted in such a manner as to affirm the Final Approval Order, and when no further appeals are possible, including review by the United States Supreme Court. In no event shall the Effective Date be less than thirty days from the date of the entry of the Final Approval Order by the District Court, unless there is a request for an extension of the time to appeal pursuant to FRAP 4(a)(5), in which event the Effective Date shall be no less than sixty days from the date of the entry of the Final Approval Order by the District Court.

22. **“Escrow Account”** shall mean the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Escrow Account will be at a depository institution of the Settlement Administrator’s choice, as approved by the Parties, that is insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. All such funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts; (b) time deposit accounts and certificates of deposit; (c) United States Treasury bills; or (d) other instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

23. **“Fee and Expense Application”** shall mean the Motion to be filed by Settlement Class Counsel, in which they seek approval of an award of attorneys’ fees and litigation expenses.

24. **“Fee and Expense Award”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Settlement Class Counsel.

25. **“Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement and approving the Fee and Expense Award.

26. **“Final Approval Order”** shall mean an order entered by the Court that:

- i. Certifies the Settlement Class for settlement purposes only;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
- v. Reserves jurisdiction over the settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of the Final Approval Order with respect to the foregoing.

27. **“Frequently Asked Questions”** or **“FAQs”** are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement Agreement that will be posted on the Settlement Website.

28. **“Health Center Publication Notice”** means the Notice of the Settlement to be provided to Settlement Class Members through postings in the Planned Parenthood Member Affiliates’ health centers and/or on their websites, which shall be in a form substantially similar to **Exhibit B**, attached hereto.

29. **“Litigation”** shall mean the action captioned *In re Laboratory Services Cooperative Data Breach Litigation*, No. 2:25-cv-00685-BJR, in the United States District Court for the Western District of Washington.

30. **“Long Form Notice”** is the detailed, long form notice that will be posted on the Settlement Website including robust details about the Settlement, which is attached as **Exhibit C**.

31. **“Notice”** means the notice of this proposed settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and the attached **Exhibits B-D**, and is consistent with the requirements of Due Process.

32. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members; the Long Form Notice will be posted to the Settlement Website; and the Health Center Publication Notice will be posted and will occur thirty (30) days after the Court enters the Preliminary Approval Order or such other date as ordered by the Court.

33. **“Notice Plan”** means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Final Approval Hearing.

34. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement Agreement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, hosting and maintaining the Settlement Website, locating Settlement Class Members, processing Claim Forms, determining the eligibility of any person to be a Settlement Class Member, administering and resolving deficiencies in submitted Claim Forms, and calculating and distributing the Settlement Fund to Settlement Class Members. Notice and Administrative Expenses also include all reasonable third-party fees and expenses approved in advance by Settlement Class Counsel and incurred by the Settlement Administrator in administering this Settlement Agreement. Notice and Administrative Expenses shall be paid by the Settlement Fund.

35. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court, which shall be designated as a date sixty (60) days after Notice Deadline, or such other date as ordered by the Court.

36. **“Opt-Out Deadline”** means the last day by which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court. This deadline will also be known as the “Exclusion Deadline.” Settlement Class Members’ opt out requests may also be referred to herein as a “Request for Exclusion.”

37. **“Out-of-Pocket Losses”** means reasonable out-of-pocket costs or expenditures that a Settlement Class Member claims as a result of the Data Incident and that are supported by reasonable documentation. “Out-of-Pocket Losses” include things such as unreimbursed losses relating to fraud or identity theft, professional fees, including attorneys’ fees, accountants’ fees, and fees for credit repair services, costs associated with freezing or unfreezing credit with any credit reporting agency, credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission, and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

38. **“Parties”** shall mean Plaintiffs and Defendant, collectively.

39. **“Personal Information”** means any personally identifiable information (“PII”) and/or protected health information (“PHI”) belonging to Plaintiffs or Settlement Class Members that LSC determined may have been impacted in the Data Incident, including full names; dates of birth; contact information; Social Security numbers; driver’s license or state ID numbers; passport numbers; student ID numbers; other forms of government identifiers; medical and treatment information; health insurance information; and billing, claims, and payment data that LSC collected and maintained.

40. **“Plaintiffs,” “Settlement Class Representatives,” or “Settlement Class Plaintiffs”** shall mean Keefe John and Tori McMillan.

41. **“Planned Parenthood Member Affiliates”** means the Planned Parenthood entities that are current or former members of Defendant and that have agreed to participate in the Health Center Publication Notice. Specifically, Planned Parenthood California Central Coast, Planned Parenthood Great Northwest, Hawai’i, Alaska, Indiana, Kentucky, Planned Parenthood of Greater Washington and North Idaho, Planned Parenthood of Illinois, Planned Parenthood North Central States, and Planned Parenthood of the Rocky Mountains.

42. **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement Agreement to the Settlement Class.

43. **“Released Claims”** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

44. **“Released Parties”** means Defendant and the Planned Parenthood Member Affiliates, including their past or present agents, employees, officers, directors, managers, owners, heirs, executors, predecessors, successors, assigns, insurers (including excess insurers and reinsurers), vendors, attorneys, and/or sureties (the “Released Parties”).

45. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

46. **“Remainder Funds”** means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund provided for in this Settlement Agreement. To the extent there are residual funds, such residual funds will be redistributed as follows. The funds related to any checks remaining uncashed after ninety (90) days from mailing with no request for reissuance will be redistributed *pro rata* to valid claimants subject to the terms of this Settlement Agreement, so long as the amount of such reimbursement would equal or exceed the amount of \$5.00. Any costs associated with the second distribution shall be taken out before the *pro rata* payment amount is determined. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for reissuing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a Court-approved charitable organization as a *cy pres* distribution. The Parties will jointly recommend to the Court that the National Health Law Program (NHLP) and/or the Alliance for Women’s Health & Prevention be recipients of the *cy pres* distributions.

47. **“Service Awards”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement, subject to Court approval. For tax purposes, the Service Awards paid to the Plaintiffs shall be treated as a 1099-miscellaneous payment.

48. **“Settlement Administrator”** means, subject to Court approval, Angeion Group, LLC, an entity jointly selected and supervised by Settlement Class Counsel and Defendant to administer the Settlement Agreement.

49. **“Settlement Class”** shall mean “All U.S. residents whose Personal Information was potentially compromised as a result of the Data Incident which Defendant became aware of on or about October 27, 2024.” Excluded from the Settlement Class are: (1) the judge presiding over the Litigation and the Judge’s direct family members, and court personnel working on this matter and their direct family members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant’s parent companies have a controlling interest and their current or former officers and directors, and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

50. **“Settlement Class Counsel”** shall mean Cecily C. Jordan of Tousley Brain Stephens PLLC and Thomas E. Loeser of Cotchett, Pitre & McCarthy, LLP.

51. **“Settlement Class Lists”** mean (1) a list of each Settlement Class Member who is or was an employee of Defendant that includes their full name and current or last known address; and (2) a list of each Settlement Class Member who is or was a patient of Defendant that includes their full name, date of birth of patient, and city and state of the Planned Parenthood health center(s) the patient was seen (where available), which Defendant or Defendant’s agent shall provide to the Settlement Administrator within fourteen (14) days of the entry of both the Preliminary Approval Order and Stipulated Protective Order.

52. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

53. **“Settlement Fund”** means the non-reversionary cash amount to be paid by Defendant, or by Defendant’s insurer(s) on behalf of Defendant, and deposited into the Escrow Account, totaling six million one hundred thousand dollars and no cents (\$6,100,000.00), including any interest accrued thereon after payment to the Settlement Administrator, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement Agreement, but for any remedial business practice changes Defendant has agreed to as described below in Paragraph 72.

54. **“Settlement Payment”** means the payment to be made via mailed check and/or electronic payment by the Settlement Administrator from the Settlement Fund to Settlement Class Members who submitted valid Claim Forms. Payments for valid claims shall be sent or postmarked within thirty (30) days after the Effective Date. All checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until thirty (30) days after the void date to request reissuance by the Settlement Administrator. Settlement Class Members who do not timely cash their Settlement Payment checks and/or fail to request a

reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement.

55. **“Settlement Website”** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A and C** (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement Agreement, including, but not limited to, copies of the operative consolidated complaint filed in the Litigation, a copy of the Long Form Notice, FAQs, a Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection to the Settlement Agreement, Request for Exclusion, Fee and Expense Application, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Settlement Class Members. The Settlement Website will remain active until one hundred twenty (120) days after the Effective Date.

56. **“Targeted Media Notice”** means Notice of the Settlement to be provided to Class Members through a combination of online and social media advertisements.

57. **“Taxes and Tax-Related Expenses”** means 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.

III. SETTLEMENT FUND

58. **Establishment of Settlement Fund.** Within twenty (20) days after the entry of the Preliminary Approval Order and Defendant’s receipt of an executed IRS Form W-9 for the Escrow Account and a written communication from the Settlement Administrator outlining the amounts from the Settlement Fund to be deposited into the Escrow Account, Defendant shall cause such amounts of the Settlement Fund to be deposited into the Escrow Account on behalf of Defendant sufficient to fund the Notice and Administrative Expenses through the date of final approval. The Settlement Administrator may remit payment to itself for Notice and Administrative Expenses from the Settlement Fund upon receipt of written approval from Class Counsel. The Settlement Fund shall be administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Settlement Class Counsel. Defendant, or Defendant’s insurers on behalf of Defendant, shall deposit the balance of the Settlement Fund into the same Escrow Account within twenty (20) days of the Effective Date and a written communication from the Settlement Administrator outlining the balance due.

59. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is non-reversionary and is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the

Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties. Under no circumstances shall Defendant whether directly or through its insurer(s) be required to pay or contribute more than six million one hundred thousand dollars (\$6,100,000.00) to the Settlement Fund. For purposes of clarity, beyond funding the Settlement Fund, Defendant and its insurer(s) shall have no responsibility for any taxes, interest, penalties, or any other amounts due with respect to the settlement of the Litigation. To satisfy its obligation to fund the Settlement Fund, Defendant shall not be required to pay directly or contribute directly any amounts to the Settlement Fund.

60. **Oversight of Settlement Fund.** The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 88–90.

61. **Use of the Settlement Fund.** As further described in this Settlement Agreement and in **Exhibit C** (the Long Form Notice), the Settlement Fund shall be used by the Settlement Administrator to pay only for the following: (1) Notice and Administrative Expenses, (2) Fee and Expense Award, as approved and awarded by the Court, (3) Service Awards, as approved and awarded by the Court, (4) documented Out-of-Pocket Losses to Settlement Class Members, (5) *pro-rata* cash fund payments to Settlement Class Members, (6) Credit Monitoring and Medical Shield services to Settlement Class Members, and (7) transfer of Remainder Funds to the extent any exist following the preceding payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

62. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Settlement Class Members who are current or former employees of the Defendant shall be allocated as non-wage compensation.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

63. The Settlement Administrator will agree to make the following compensation available to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by the Settlement Administrator, and Settlement Class Members who submit Claim Forms will have the opportunity to seek review by the Parties' Counsel, if they dispute the Settlement Administrator's initial determination. Settlement Class Members may submit claims for compensation for Out-of-Pocket Losses, a cash fund payment, and two (2) years of Credit Monitoring and Medical Shield services.

- i. **Compensation for Out-of-Pocket Losses:** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000.00 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for out-of-pocket monetary losses reasonably incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation reasonably supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

- ii. **Cash Fund Payment:** All Settlement Class Members are eligible to make a claim for a *pro rata* cash fund payment. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund up to a total amount of one thousand and 00/100 dollars (\$1,000.00) to each Settlement Class Member who submits a timely and valid claim. The net amount of the Settlement Fund shall be the amount remaining after payment of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring and Medical Shield services, Notice and Administration Expenses, any Fee and Expense Award, and Service Awards.
- iii. **Credit Monitoring and Medical Shield:** All Settlement Class Members are eligible to make a claim for two (2) years of Medical Shield Complete by CyEx, which includes comprehensive monitoring for the exposure of Settlement Class Members' medical information, at least one bureau of credit monitoring services, and \$1 million in identity theft protection.

64. **Settlement Administration Fees:** Notice and Administrative Expenses, including the cost of Notice, will be paid by the Settlement Administrator entirely from the Settlement Fund.

After reviewing competitive bids for the settlement administration fees to minimize the administration costs while still providing effective notice to the Settlement Class, the Parties have agreed to use Angeion Group, LLC as the Settlement Administrator. Notice and Administrative Expenses shall be paid through the Settlement Fund and are limited to the common fund amount.

65. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

66. The Settlement Fund represents the total extent of Defendant's and its insurer(s)' monetary obligations under the Settlement Agreement. Defendant's insurer(s)' contribution to the Settlement Fund shall be fixed under this Settlement Agreement and shall be final. Defendant and its insurer(s) shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement Agreement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

67. Once the Settlement Administrator and the Settlement Agreement are preliminarily approved by the Court, the Settlement Administrator will provide Notice in a manner mutually agreed upon by the Parties consistent with the Notice Plan set forth in this Agreement.

68. After the Court enters the Final Approval Order, the Settlement Administrator shall provide the payments described in this Settlement Agreement to all Settlement Class Members that made an Approved Claim, subject to the procedure set forth herein.

69. The Parties, Settlement Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to: (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, (2) the management, investment, or distribution of the Settlement Fund, (3) the formulation, design, or terms of the disbursement of the Settlement Fund, (4) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund, (5) any losses suffered by or fluctuations in the value of the Settlement Fund, or (6) the payment or withholding of any Taxes and Tax-Related Expenses. The Settlement Administrator shall have no liability with respect to any act or omission of the Settlement Administrator made in good faith reliance on a Court order, the express terms of this Settlement Agreement, or the written instructions of the Parties, Settlement Class Counsel or Defendant's Counsel, except to the extent of any gross negligence or willful misconduct by the Settlement Administrator.

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

71. No Person shall have any claim against the Settlement Administrator, Defendant, Settlement Class Counsel, Settlement Class Representatives, and/or Defendant's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members in accordance with this Agreement.

72. **Business Practices Changes:** As part of the settlement negotiations, Settlement Class Counsel received assurances that Defendant implemented and will maintain several business practice changes and security enhancements designed to prevent future data security incidents. Defendant has agreed to provide information regarding the specific changes to Settlement Class Counsel in a confidential declaration prior to the filing of any Preliminary Approval Motion, which shall be available to be filed under seal for the Court's review if it so requests.

V. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

73. **Notice.** Notice shall be disseminated pursuant to the Court's Preliminary Approval Order. The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund. No later than the Notice Date or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class Members.

74. **Direct Notice.** Notice of the Settlement will be provided to Settlement Class Members who are or were employees of Defendant via U.S. Mail. The Direct Notice shall be substantially in the form attached as **Exhibit D**.

75. **Targeted Media Notice.** Notice of the Settlement will be provided to Settlement Class Members who are or were patients of LSC by Targeted Media Notice to ensure adequate reach in addition to the Health Center Publication Notice detailed below in Paragraph 76. A Reminder campaign of Media Notice may be disseminated by the Settlement Administrator thirty (30) days prior to the Claims Deadline in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Settlement Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to disseminate a Reminder Media Notice. Any Reminder Notice shall be paid for out of the Settlement Fund.

76. **Health Center Publication Notice.** In addition to the Targeted Media Notice, the Planned Parenthood Affiliate Members shall also issue the Health Center Publication Notice, substantially in the form attached as **Exhibit B**, to be posted in the Planned Parenthood Member Affiliates' health centers and/or on their websites no later than the Notice Date, or such other time as may be ordered by the Court. The Health Center Publication Notice will be disseminated in accordance with the notice plan as described in the Declaration of the Settlement Administrator detailing the Notice Plan, which will be filed with the Court in support of Preliminary Approval of this Settlement Agreement. Class Counsel and Defendant's Counsel shall cooperate to work with the Planned Parenthood Member Affiliates to effectuate and implement the Health Center Publication Notice.

77. **Website Notice.** In addition to the Targeted Media Notice and Health Center Publication Notice, the Settlement Administrator shall post the Long Form Notice on the Settlement Website.

78. **Confidentiality.** Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Settlement Agreement shall be provided solely for the purpose of verifying the identity of Settlement Class Members (as set forth herein) and allowing them to recover under this Settlement Agreement; shall be kept in strict confidence; shall not be disclosed to any other party; shall be destroyed after all distributions to Settlement Class Members have been made; and shall not be used for any other purpose. Moreover, because the Settlement Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing Settlement benefits and processing opt-out requests, the Settlement Administrator will abide by the Stipulated Protective Order entered by the Court, and will ensure that any information provided to it by Settlement Class Members, Settlement Class Counsel, LSC, or LSC's Counsel will be secure and used solely for the purpose of effecting this Settlement.

79. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change by Court Order) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 81 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement Agreement. If the Court changes the date or time of the Final Approval Hearing, the Settlement Administrator shall update the Settlement Website to reflect the new date or time. No additional notice to the Settlement Class is required if the Court changes the date or time of the Final Approval Hearing after the Preliminary Approval Order.

80. **Opt Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the following, or substantially the same as the following, information: (a) the name of the proceeding, (b) the individual's full name, (c) current address, (d) personal signature, and (e) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. Each request to opt out of the Settlement must be individually submitted by each Settlement Class Member. "Mass" or "class" requests for opt outs submitted by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members will not be allowed. No later than ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall provide a declaration stating the number of Settlement Class Members who have timely and validly excluded themselves from the Settlement (the "Opt-Out Report").

81. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement Agreement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing, submitted to the Settlement Administrator

by mailing to the Settlement Administrator, filed or postmarked by the Objection Deadline, and must include or substantially comply with the following: (a) the name of the proceeding, (b) the Settlement Class Member's full name, current mailing address, email address, and telephone number, (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection, (d) the identity of any attorneys representing the objector, (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, (f) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years, and (g) the signature of the Settlement Class Member. Each objection may only be made on behalf of a single Settlement Class Member; objections that purport to apply to more than one Settlement Class Member are invalid. The Court, in its discretion, may authorize additional discovery of objectors.

82. Claim Validation, Cure, and Deficiency Process. After the Settlement Administrator reviews all claims submitted under this Settlement, it will send a summary to the Parties' Counsel identifying the number of Approved Claims and invalid claims. For invalid claims, the Settlement administrator will send Settlement Class Members submitting such claims a deficiency notice giving the Settlement Class Members twenty-one (21) days to cure any deficiencies. The cost of the deficiency process shall be included in the Notice and Administrative Expenses. After all Approved Claims have been fully processed, including reviewing all claims that have been cured through the deficiency process, the Settlement Administrator will send a list of all Approved Claims to the Parties' Counsel.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

83. Certification of the Settlement Class. For purposes of this Settlement Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement Agreement and the occurrence of the Effective Date. This stipulation is strictly for the purposes of this Settlement Agreement as provided herein and shall not and may not be used in any other proceeding as any authority for or against certification of any other class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to either Parties' position on the issue of class certification or any other issue.

84. Preliminary Approval. On or before July 10, 2026, or a later date ordered by the Court, Settlement Class Counsel shall file a Motion for Preliminary Approval of the Settlement, in a form agreeable to the Parties. Settlement Class Counsel shall provide to Defendant a draft of that Motion for Preliminary Approval no less than three business days before the deadline for filing.

85. Final Approval. Settlement Class Counsel shall move the Court for a Final Approval Order of this Settlement thirty-five (35) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Settlement Class Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with

respect to the Notice program and the Claims process. Settlement Class Counsel shall provide to Defendant a draft of that Motion for Final Approval no less than three business days before the deadline for filing.

86. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

87. **Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Preliminary Approval Order the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

88. **Settlement Not Approved.** If: (a) the Court does not issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur; or (c) any court alters or modifies the Final Approval Order in any material respect, the Parties shall have sixty (60) days from the date of such event to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue, the Effective Date not to occur, or material alternations or modifications to the Final Approval Order. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, except as set forth in Paragraphs 88–90, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

89. **Termination.** Defendant's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of a Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigations. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occur:

- i. the Parties fail to obtain and maintain preliminary approval of the proposed Settlement of the claims of the Settlement Class;
- ii. any court requires Defendant to comply with obligations or requirements that are greater than or materially different from the requirements set forth in this Settlement Agreement;
- iii. the Court fails to enter a Final Approval Order;
- iv. the settlement or Final Approval Order are not upheld on appeal, including review by the United States Supreme Court;
- v. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- vi. the Defendant's insurer or insurers refuse to or otherwise fail to fund in full the Settlement Fund subject to the exhaustion of the self-insured retention, if the Defendant gives notice of the termination of this Settlement Agreement within ten (10) days after the deadline for funding.

90. Defendant may also unilaterally terminate this Settlement Agreement on seven (7) days written notice to Settlement Class Counsel if more than three percent (3%) of the total Settlement Class Members submit valid Requests for Exclusion.

91. **Effect of Termination.** In the event of a termination as provided in Paragraphs 888–90, this Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class for settlement purposes shall be void.

VIII. RELEASES

89. Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge Defendant and the Released Parties from any claims, demands, rights, actions, or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, that each Settlement Class Member has, had, or may ever have, now or in the future, known or unknown, arising out of the Data Incident whether or not those claims, demands, rights, actions, or causes of action have been pleaded or otherwise asserted, including any and all damages, losses, or consequences thereof ("Released Claims"). Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

90. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives and all other Settlement Class Members shall be enjoined from prosecuting any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this Paragraph.

91. **Waiver of California Civil Code Section 1542.** Plaintiffs and, by operation of law, Settlement Class Members, hereby acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. In furtherance of the releases given above, the Plaintiffs and the Settlement Class Members hereby acknowledge that they are knowingly and voluntarily waiving their rights under Section 1542 of the California Civil Code and any equivalent or similar state law to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them by legal counsel, the Parties acknowledge that they are familiar with the provisions of Cal. Civ. Code Section 1542, which provides:

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

Plaintiffs and Settlement Class Members further waive any and all rights afforded by South Dakota Code § 20-7-11, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Furthermore, Plaintiffs and the Settlement Class Members herein acknowledge that the effect and import of the provisions of Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law, have been explained to them by their own counsel. Plaintiffs and the Settlement Class Members further acknowledge and agree that their waiver of rights under Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Code, and/or any other equivalent or similar federal or state law, has been separately bargained for and are essential and material terms of this Settlement Agreement and, without such waiver, this Settlement Agreement would not have been entered into.

IX. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

92. **Attorneys' Fees and Expenses.** Within twenty-five (25) days after the Notice Deadline, Settlement 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 30 percent of the Settlement Fund. Settlement Class Counsel will also seek an award for reimbursement of reasonable case costs and expenses actually incurred, in addition to any attorneys' fee award. Defendant may object to any Fee and Expense Application.

93. Within three (3) days after filing the Fee and Expense Application, the Fee and Expense Application shall be posted on the Settlement Website. Any fee or expense award by the Court shall be disbursed to the trust account(s) designated by Settlement Class Counsel. Before the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement, Settlement Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than twenty-five (25) days after the Effective Date.

94. **Service Awards.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application that will include a request for Service Awards for each of the Settlement Class Representatives not to exceed \$2,500 in recognition of their contributions to this Litigation. Settlement Class Counsel shall provide to the Settlement Administrator properly completed and duly executed IRS Forms W-9 for each Settlement Class Representative. The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payments shall be paid by the Settlement Administrator in the amount approved by the Court no later than twenty-five (25) days after the Effective Date.

95. **No Effect on Agreement.** In the event the Court or any appellate court declines to approve, in whole or in part, the payment of Service Awards and/or the Fee and Expense Award in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court concerning the amount of the Service Awards and/or Fee and Expense Award shall constitute grounds for termination of this Settlement Agreement.

X. NO ADMISSION OF LIABILITY

96. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

97. **No Use of Agreement.** Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it: (1) is, or may be deemed to be, or may be used as, an admission of or evidence of the validity of any claim made by Plaintiffs or on behalf of the Settlement Class; or (2) is or may be deemed to be, or may be used as, an admission of or evidence of any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

98. **Integration of Exhibits.** Any exhibits to this Settlement Agreement are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

99. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Notice to Settlement Class Members.

100. **Severability.** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

101. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Settlement Agreement shall refer to calendar days unless otherwise specified.

102. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed for or against any Party on those grounds.

103. **Cooperation of Parties.** The Parties to this Settlement Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the settlement described in this Settlement Agreement.

104. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall meet and confer with each other in good faith prior to seeking Court intervention.

105. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Washington, without regard to the principles thereof regarding choice of law.

106. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

107. **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any provision or breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other provision or any other prior or subsequent breach of this Settlement Agreement.

108. **Notices.** All notices to Settlement Class Counsel provided for herein shall be sent by overnight mail and email to:

Cecily C. Jordan
TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
(206) 682-5600
cjordan@tousley.com

And

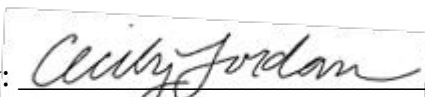
Thomas E. Loeser
CROTCHETT PITRE & MCCARTHY LLP
1809 Seventh Avenue, Suite 1610
Seattle, WA 98101
(206) 802-1272
tloeser@cpmlegal.com

All notices to Defendant provided for herein shall be sent by overnight mail and email to:

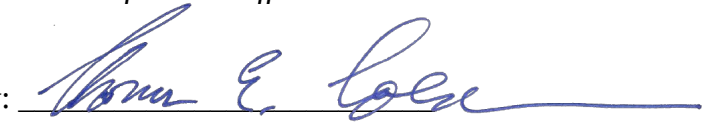
Tambry L. Bradford
TROUTMAN PEPPER LOCKE LLP
Two California Plaza
350 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
(213) 928-9805
tambry.bradford@troutman.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

109. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

By: 
Cecily C. Jordan
Counsel for Plaintiffs and the Settlement Class

Date: 7/16/2026

By: 
Thomas E. Loeser
Counsel for Plaintiffs and the Settlement Class

Date: 7/16/2026

By: _____
Keefe John, Plaintiff

Date: _____

By: _____
Tori McMillan, Plaintiff

Date: _____

By: _____
Tambry L. Bradford
*Counsel for Defendant
Laboratory Services Cooperative*

Date: _____

By: _____
Margaret Harris
President and Chief Executive Officer
Defendant Laboratory Services Cooperative

Date: _____

By: _____
Cecily C. Jordan
Counsel for Plaintiffs and the Settlement Class

Date: _____

By: _____
Thomas E. Loeser
Counsel for Plaintiffs and the Settlement Class

Date: _____

By:  _____
Keefe John, Plaintiff

Date: 07 / 17 / 2026

By: _____
Tori McMillan, Plaintiff

Date: _____

By: _____
Tambry L. Bradford
*Counsel for Defendant
Laboratory Services Cooperative*

Date: _____

By: _____
Margaret Harris
President and Chief Executive Officer
Defendant Laboratory Services Cooperative

Date: _____

By: _____
Cecily C. Jordan
Counsel for Plaintiffs and the Settlement Class

Date: _____

By: _____
Thomas E. Loeser
Counsel for Plaintiffs and the Settlement Class

Date: _____

By: _____
Keefe John, Plaintiff

Date: _____

By:  _____
Tori McMillan (Jul 16, 2026 13:57:02 PDT)
Tori McMillan, Plaintiff

Date: 11/02/1994

By: _____
Tambry L. Bradford
*Counsel for Defendant
Laboratory Services Cooperative*

Date: _____

By: _____
Margaret Harris
President and Chief Executive Officer
Defendant Laboratory Services Cooperative

Date: _____

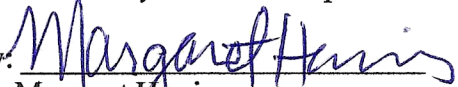
By: _____ Date: 7/16/2026
Cecily C. Jordan
Counsel for Plaintiffs and the Settlement Class

By:  Date: 7/16/2026
Thomas E. Loeser
Counsel for Plaintiffs and the Settlement Class

By: _____ Date: _____
Keefe John, Plaintiff

By: _____ Date: _____
Tori McMillan, Plaintiff

By:  Date: 7/16/2026
Tambry L. Bradford
Counsel for Defendant
Laboratory Services Cooperative

By:  Date: 7/16/2026
Margaret Harris
President and Chief Executive Officer
Defendant Laboratory Services Cooperative

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
LSC will provide the Settlement Class List to the Settlement Administrator	+14 days from entry of both Order Granting Preliminary Approval and Stipulated Protective Order
LSC's insurer(s) will deposit the Notice and Administrative Expenses through the date of final approval into a qualified account established and administered by the Settlement Administrator	+20 days following receipt of all payment information from Settlement Administrator
The Long Form Notices will be posted to the Settlement Website	+30 days
Notice Deadline	+30 days
<u>From Notice Deadline</u>	
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+25 days
Objection Deadline	+60 days
Opt-Out Deadline	+60 days
Claims Deadline	+90 days
<u>From Final Approval Hearing</u>	
Motion for Final Approval	no less than +150 days from Order Granting Preliminary Approval -35 days

EXHIBIT A

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

In re Laboratory Services Cooperative Data Breach Litigation
Case No. 2:25-cv-00685-BJR
United States District Court for the Western District of Washington

**LSC
CLAIM**

SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

You are included in the **Settlement Class** if you are a U.S. resident whose Personal Information was potentially compromised as a result of the Data Incident which Laboratory Services Cooperative (“LSC” or “Defendant”) became aware of on or about October 27, 2024.

Excluded from the Settlement Class are: (1) the judge presiding over the Litigation and members of her direct family, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant’s parent companies have a controlling interest and their current or former officers and directors, and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

Data Incident means the data incident which LSC became aware of on or about October 27, 2024 and that LSC disclosed on or around April 10, 2025, which may have included personally identifiable information (“PII”) and protected health information (“PHI”) (collectively referred to as “Personal Information”) relating to patients, payors, and some individuals working for LSC.

THE SETTLEMENT BENEFITS

Settlement Class Members may submit claims for compensation for Out-of-Pocket Losses, a *pro rata* cash fund payment of up to \$1,000, and two (2) years of Credit Monitoring and Medical Shield services from CyEx.

Compensation for Unreimbursed Out-of-Pocket Losses. Participating Settlement Class Members can claim up to a total of \$5,000 per person for Out-of-Pocket Losses reasonably incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation reasonably supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cash Fund Payment. All Settlement Class Members are eligible to make a claim for a *pro rata* cash fund payment. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund to each Settlement Class Member who submits a timely and valid claim, up to a total amount of \$1,000. The net amount of the Settlement Fund shall be the amount remaining after payment of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring and Medical Shield services, Notice and Administration Expenses, any Fee and Expense Award, and Service Awards.

Credit Monitoring and Medical Shield. All Settlement Class Members are eligible to make a claim for two (2) years of Medical Shield Complete by CyEx, which includes comprehensive monitoring for the exposure of Settlement Class Members’ medical information, at least one bureau of credit monitoring services, and \$1 million in identity theft protection.

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

In re Laboratory Services Cooperative Data Breach Litigation
Case No. 2:25-cv-00685-BJR
United States District Court for the Western District of Washington

**LSC
CLAIM**

SETTLEMENT CLAIM FORM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name	Last Name
Street Address	
City	State
Email Address	Zip Code
Phone Number	Notice ID (if known)

To verify your eligibility to participate in this settlement as a class member, you must provide the following information:

1. Are you a current employee or former employee of Laboratory Services Cooperative?	☐ Yes / ☐ No
2. Did you visit a Planned Parenthood health center and receive lab testing services?	☐ Yes / ☐ No
3. Did you pay for lab testing services on behalf of a patient who visited a Planned Parenthood health center?	☐ Yes / ☐ No

If you checked YES for questions 2 or 3, please provide the following information:

Patient First Name	Patient Last Name
City of Planned Parenthood Health Center Visited	State of Planned Parenthood Health Center Visited
	Patient Date of Birth

II. COMPENSATION FOR OUT-OF-POCKET LOSSES

☐ Check this box if you are seeking **Compensation for Out-of-Pocket Losses** that were reasonably incurred as a result of the Data Incident.

You must submit supporting documentation demonstrating the actual unreimbursed expenses you are seeking reimbursement for, capped at \$5,000 per Settlement Class Member.

Complete the table below describing the supporting documentation you are submitting.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

In re Laboratory Services Cooperative Data Breach Litigation
Case No. 2:25-cv-00685-BJR
United States District Court for the Western District of Washington

**LSC
CLAIM**

SETTLEMENT CLAIM FORM

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Freezing credit reports</i>	<i>\$40</i>
TOTAL AMOUNT CLAIMED:	

III. CASH FUND PAYMENT

☐ Check this box if you would like to receive a *pro rata* **Cash Fund Payment** up to \$1,000.

IV. CREDIT MONITORING & MEDICAL SHIELD

☐ Check this box if you would like to receive two (2) years of **Medical Shield Complete by CyEx**. Be sure to provide your email address in Section I above.

V. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking a payment under Sections II or III.

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VI. ATTESTATION & SIGNATURE

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

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

In re Laboratory Services Cooperative Data Breach Litigation
Case No. 2:25-cv-00685-BJR
United States District Court for the Western District of Washington

**LSC
CLAIM**

SETTLEMENT CLAIM FORM

Signature

Printed Name

Date

SUBMITTING A CLAIM FORM

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your Claim Form online and upload supporting documentation, if necessary. You may also print out and complete this Claim Form and submit it by U.S. mail to: [Laboratory Services Cooperative Data Incident Settlement, Attn: Claim Forms, \[ADDRESS\]](#).

The deadline to submit a Claim Form online is [\[Claims Deadline\]](#). If you are mailing your Claim Form, it must be mailed with a postmark date no later than [\[Claims Deadline\]](#).

EXHIBIT B



United States District Court for the Western District of Washington
In re Laboratory Services Cooperative Data Breach Litigation
 Case No. 2:25-cv-00685-BJR



Class Action Notice

Authorized by the U.S. District Court

Laboratory Services Cooperative Data Breach Settlement

This notice is to tell you about the settlement of a class action lawsuit brought on behalf of individuals who received lab testing services from **Laboratory Services Cooperative ("LSC")** through select **Planned Parenthood health centers**. This lawsuit concerns a data incident which may have exposed the Personal Information of LSC's current and former patients. LSC denies all claims alleged against it and denies all charges of wrongdoing or liability. However, the Parties have agreed to settle the class action lawsuit to avoid the uncertainties and expenses associated with ongoing litigation. If you, or someone whose healthcare bills you pay for, visited a Planned Parenthood health center and received lab testing, **you may be a member of the group of people affected**, called the "settlement class", and **you may be entitled to money as part of the settlement**. This notice tells you how to get more information about the settlement.

Did you Receive or Pay For Lab Tests ordered by a Planned Parenthood health center on or before October 27, 2024?

If so, you may be a member of the settlement class. Please note that the data incident at issue in the lawsuit did not involve all Planned Parenthood health centers or every test done in a health center. It specifically impacted only those health centers that partner with LSC for some lab testing services. For a list of states where LSC partners with Planned Parenthood health centers, visit [\[website\]](#).

What does the Settlement Provide?

A \$6,100,000 Settlement Fund will be created to pay for: (1) Notice and Administrative Expenses, (2) a Fee and Expense Award, as approved and awarded by the Court, (3) Service Awards, as approved and awarded by the Court, and (4) monetary payments and/or Credit Monitoring and Medical Shield services to settlement class members who file claims. Visit [WEBSITE](#) or scan the QR code for a full description of these benefits.

Options for Class Members:	More about each option:
Submit a Claim	Submit a valid claim form to get benefits from the settlement.
Opt Out	Opt out of the settlement. Get no payment, keep the right to sue Laboratory Services Cooperative about the same issues.
Do Nothing	Get no benefits. Give up the right to sue Laboratory Services Cooperative and Released Parties about the same issues.
Object	Tell the Court why you don't like the settlement.

Settlement Class Members who want to submit a claim, must do so by [Month, Day, Year].
Settlement Class Members who want to opt out or object, must do so by [Month, Day, Year].

Scan the QR code or visit [\[website\]](#) to submit a claim or get more info.

Settlement Class Members who take no action will still be bound by the settlement, and their rights will be affected.

LEARN MORE AT: [\[WEBSITE\]](#), OR SCAN THE QR CODE.
 If you have questions or need assistance, please call [\[phone number\]](#).

EXHIBIT C



United States District Court for the Western District of Washington
In re Laboratory Services Cooperative Data Breach Litigation
Case No. 2:25-cv-00685-BJR

Class Action Notice

Authorized by the United State District Court

Were you employed by Laboratory Services Cooperative ("LSC") or did you receive or pay for lab tests ordered by a Planned Parenthood health center on or before October 27, 2024?

There is a \$6,100,000 settlement of a lawsuit related to an alleged data breach that may have exposed information of current and former patients and employees of LSC.

You may be entitled to money and credit monitoring & medical shield services.

To be part of this settlement, you should:

Read this notice.

Respond by [date].

Important things to know:

- If you take no action, 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].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)

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About This Notice

What is this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In re Laboratory Services Cooperative Data Breach Litigation*, Case No. 2:25-cv-00685-BJR. A proposed settlement has been reached in the lawsuit involving Laboratory Services Cooperative (the “Defendant” or “LSC”), relating to a data incident which may have exposed the Personal Information of LSC’s current and former patients and employees (the “Data Incident”). **If you were employed by LSC or received or paid for lab tests ordered by a Planned Parenthood health center on or before October 27, 2024, you may be a member of the group of people affected, called the “settlement class.”** This notice gives you a summary of the terms of the proposed settlement, explains what rights settlement class members have, and helps settlement class members make informed decisions about what action to take.

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.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This option allows you to sue or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	<u> </u> , 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 still object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also submit a claim for Settlement benefits.	[redacted], 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 the Defendant and the Released Parties related to the legal claims resolved by this Settlement.	No Deadline

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

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**

Your deadline to submit a claim form: **[date]**

Settlement approval hearing: **[date]**

Basic Information

What is this lawsuit about?

This lawsuit concerns a Data Incident which may have exposed the Personal Information of LSC's current and former patients and employees. LSC 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 LSC has violated any laws. Rather, the Plaintiffs and LSC (the "Parties") have agreed to settle the class action lawsuit to avoid the uncertainties and expenses associated with

ongoing litigation.

What is a class action?

In a class action, one or more individuals called the Plaintiff(s) or Class Representative(s) sue on behalf of a group or “class” of people with similar claims. In a class action settlement, one court resolves the lawsuit for all class members, except for those who opt out of the settlement.

Why is there a Settlement?

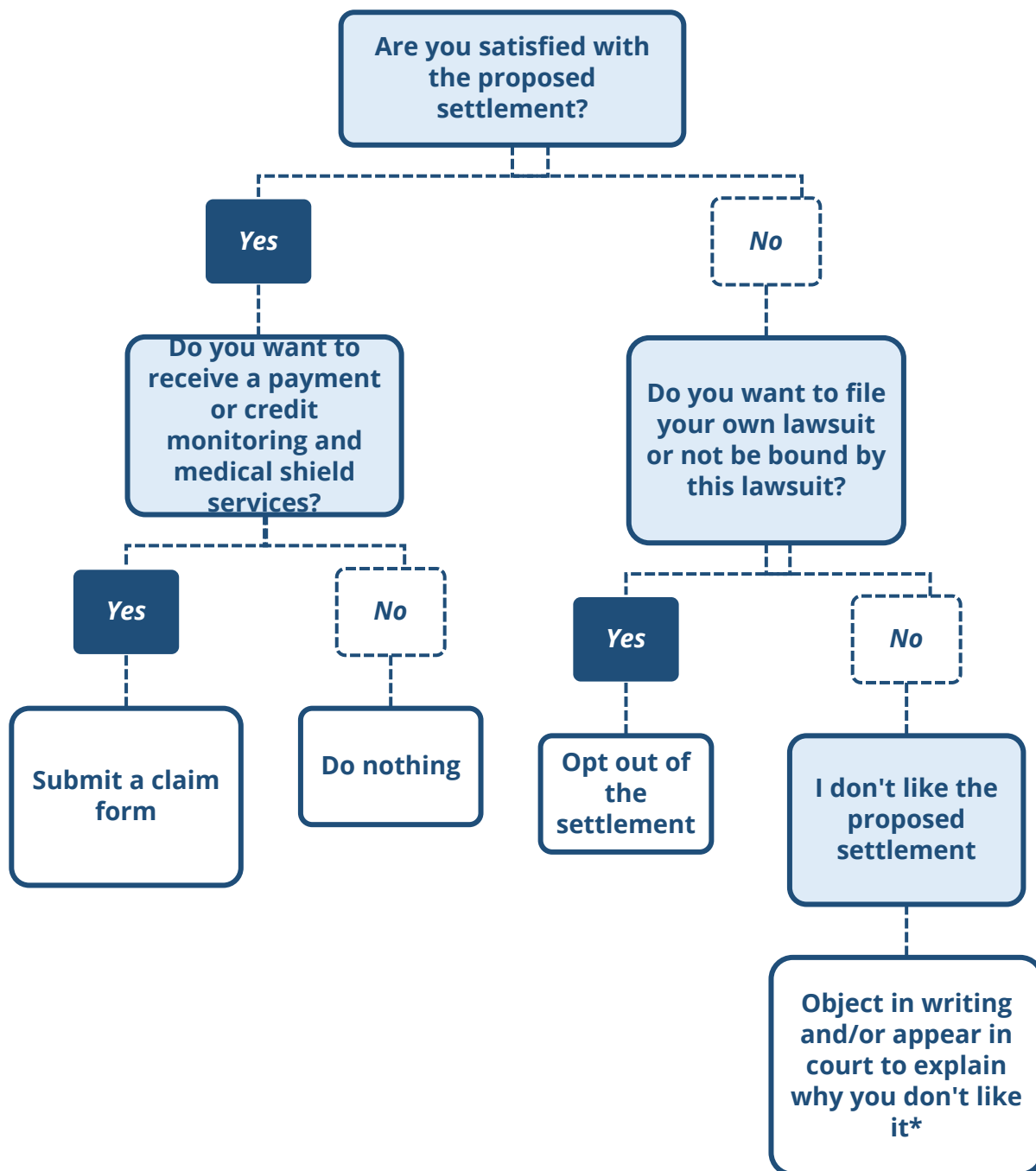
The Court did not decide in favor of the Plaintiffs or the Defendant. The Parties have agreed to the Settlement to avoid the uncertainties and expenses associated with ongoing litigation, and to allow the Settlement Class Members to receive compensation sooner rather than, if at all, after the completion of a trial. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

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

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment.*

Who is in the Settlement Class?

Who is included in the Settlement Class?

The Settlement Class is defined as: All U.S. residents whose Personal Information was potentially compromised as a result of the Data Incident which Defendant became aware of on or about October 27, 2024.

Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (1) the judge presiding over the Litigation and members of his/her direct family, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant's parent companies have a controlling interest and their current or former officers and directors, and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Settlement Benefits

What does the Settlement provide?

The Settlement provides for the creation of a \$6,100,000.00 Settlement Fund to pay for: (1) Notice and Administrative Expenses, (2) a Fee and Expense Award, as approved and awarded by the Court, (3) Service Awards, as approved and awarded by the Court, (4) documented Out-of-Pocket Losses to Settlement Class Members, (5) pro-rata cash fund payments to Settlement Class Members, and (6) Credit Monitoring and Medical Shield services to Settlement Class Members. The Settlement benefits are summarized below. Visit [WEBSITE](#) for a full description of these benefits.

Settlement Class Members may submit claims for compensation for Out-of-Pocket Losses, a *pro rata* Cash Fund Payment, and two (2) years of Credit Monitoring and Medical Shield services.

Compensation for Unreimbursed Economic Losses. Participating Settlement Class Members can claim up to a total of **\$5,000** per person

for out-of-pocket monetary losses reasonably incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cash Fund Payment. All Settlement Class Members are eligible to make a claim for a *pro rata* cash fund payment of up to \$1,000. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund, up to \$1,000, to each Settlement Class Member who submits a timely and valid claim. The net amount of the Settlement Fund shall be the amount remaining after payment of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring and Medical Shield services, the Settlement Subclass Payments, Notice and Administration Expenses, any Fee and Expense Award, and Service Awards.

Credit Monitoring and Medical Shield. All Settlement Class Members are eligible to make a claim for two (2) years of Medical Shield Complete by CyEx, which includes comprehensive monitoring for the exposure of Settlement Class Members' medical information, at least one bureau of credit monitoring services, and \$1 million in identity theft protection.

Are there other Settlement Class Member Benefits?

Business Practices Changes: As part of the settlement negotiations, Settlement Class Counsel received assurances that Defendant implemented and will maintain several business practice changes and

security enhancements designed to prevent future data security incidents. Defendant has agreed to provide information regarding the specific changes to Settlement Class Counsel in a confidential declaration prior to the filing of any Preliminary Approval Motion, which shall be available to be filed under seal for the Court's review if it so requests.

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 the Defendant and certain entities related to 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](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: Laboratory Services Cooperative Data Incident Settlement, Attn: Claims, [\[ADDRESS\]](#).

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#), by emailing [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by writing to the address above.

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 [\[Claims Deadline\]](#).

When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [REDACTED], 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

Do I have a lawyer in the case?

Yes, the Court appointed Cecily C. Jordan of Tousley Brain Stephens PLLC and Thomas E. Loeser of Crotchett Pitre & McCarthy LLP, to represent you and other Settlement Class Members as Settlement Class Counsel.

Cecily C. Jordan
TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101

Thomas E. Loeser
CROTCHETT PITRE & MCCARTHY LLP
1809 Seventh Avenue, Suite 1610
Seattle, WA 98101

Should I get my own lawyer?

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

How will Settlement Class Counsel be paid?

Settlement 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 one third of the Settlement Fund. Settlement Class Counsel will also seek an award for reimbursement of reasonable case costs and expenses actually incurred, in addition to any attorneys' fee award.

Settlement Class Counsel will also request Service Awards for each of the Settlement Class Representatives not to exceed \$2,500 each (or \$5,000 total) in recognition of their contributions to this case. The Court may award less than these amounts.

Settlement Class Counsel's Fee and Expense Application will be available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) after it is filed with the Court.

Excluding Yourself from the Settlement

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 the Defendant about the legal issues in this case, 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 proceeding: *In re Laboratory Services Cooperative Data Breach Litigation*. Case No. 2:25-cv-00685-JBR, pending in the United States District Court for the Western District of Washington;
- (ii) Settlement Class Member's full name;
- (iii) Settlement Class Member's current mailing address;
- (iv) Settlement Class Member's 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]**.

Laboratory Services Cooperative Data Incident Settlement
ATTN: Exclusion Request
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

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member and do not like a portion or all of 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: (1) the name of the proceeding, (2) the Settlement Class Member's full name, current mailing address, email address, and telephone number, (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection, (4) the identity of any attorneys representing the objector, (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, (6) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years, and (7) the signature of the Settlement Class Member. The Court, in its discretion, may authorize additional discovery of objectors.

To be timely, an objection must be mailed to the Settlement Administrator, so it is postmarked no later than **[OBJECTION DATE]**.

Laboratory Services Cooperative Data Incident Settlement

ATTN: Objection

P.O. Box 58220

Philadelphia, PA 19102

What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **[DATE]** at **[TIME]**, in Courtroom **XXX** of the Seattle Courthouse, 700 Stewart Street, Seattle, WA 98101.

At the final approval hearing, the Court will consider whether to approve the Settlement, Settlement Class Counsel's Fee and Expense Application, and Service Awards to the Settlement Class Representatives. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined above.

If you are a Settlement Class Member, you or your attorney may ask for permission to speak at the hearing at your own cost.

The date and time of this hearing may change without further notice. Please check **[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)** for updates.

Do I have to come to the Final Approval Hearing?

No. Settlement 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 Approval 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

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties described in Sections II and VIII of the Settlement Agreement 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

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](http://www.[SettlementWebsite].com).

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

Laboratory Services Cooperative Data Incident Settlement
c/o Settlement Administrator
[ADMINISTRATOR]
[ADMINISTRATOR ADDRESS 1]
[ADMINISTRATOR ADDRESS 2]
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, U.S. District Court Clerk's Office, 700 Stewart Street, Suite 2310, Seattle, WA 98101.

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

EXHIBIT D



Example QR Code.

Class Action Settlement Notice
Authorized by the United States District Court

Because you are or were an employee of Laboratory Service Cooperative, your information may have been involved in an alleged data breach.

There is a \$6,100,000 settlement of a lawsuit. You may be entitled to money and Credit Monitoring & Medical Shield services.

To receive settlement benefits, you must submit a claim by [date]. You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Laboratory Services Cooperative (“LSC”) and Released Parties about the same issues.
- If you do not want to be part of the Settlement, you must exclude yourself (or “opt out”) by [deadline]. If you do not opt out and want to tell the Court why you do not like the Settlement, your written objection must be submitted by [deadline]. Visit [website] for complete information on how to opt out of, or object to the Settlement.
- The Court will hold a Final Hearing on DATE/TIME to decide whether to approve the Settlement as final.
- You can learn more at [website], by calling [phone number] or by scanning the QR code.

PO Box XXXX
City, ST xxxxx-xxxx

**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»

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	LSC Data Incident Settlement CLAIM FORM	Case 2:25-cv-00685-BJR Document 47-1 «Barcode»
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To submit a claim for the *pro rata* **Cash Fund Payment** and/or **Credit Monitoring and Medical Shield** services, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **no later than DATE**. Please visit **WEBSITE** to submit a claim online or to download a full Claim Form to complete and return by mail if you want to receive Compensation for **Out-of-Pocket Losses**.

Do you want to receive the pro rata Cash Fund Payment? ☐ YES ☐ NO

Payment Options: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check

If you selected Check, payment will be mailed to the same address this Notice was mailed to. Please contact the Settlement Administrator if you need to update your address. If you selected PayPal, Venmo, or Zelle, please provide the email address or phone number associated with your account: _____.

Do you want to receive the Credit Monitoring and Medical Shield services? ☐ YES ☐ NO

Please provide your email address where registration information for these services will be sent: _____.

Attestation and Signature

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information before my claim is considered complete and valid.

Signature: _____ Date (mm/dd/yyyy): ____/____/____ Print Name: _____

LSC Data Incident Settlement

Attn: Claim Forms

PO Box XXXX

City, ST xxxxx-xxxx