

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

JOHN DOE, et al.

Case No. 2422-CC00208-01

v.

**SSM HEALTH CARE CORPORATION
d/b/a SSM HEALTH et al.**

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of this 8th day of January, 2025, is made and entered into by and among John and Jane Doe, Donna Allen, Keeley Bogart, Melanie Burns, Detrick Clark, Richard Lilly, Julie Montiel, Jeff Ruderman, Julie Schaus, Dorothy Winston, Duane Zellmer (“Class Representatives”), individually and on behalf of the Settlement Class (as defined below), and Navvis & Company, LLC (“Navvis”) (and together with Class Representatives, the “Settling Parties”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, release, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

On January 5, 2024, Brian Rekoske filed suit against Navvis in the United States District Court for the Eastern District of Missouri alleging that, on or around July 25, 2023, Navvis learned of a data security incident impacting highly sensitive information stored on its network, with such incident occurring between July 12, 2023, and July 25, 2023 (the “Incident”). *See Rekoske, et al. v. Navvis & Company, LLC et al.*, Case No. 4:24-cv-29 (the “Federal Action”), Doc. 1, ¶¶ 1-5. In his complaint, Mr. Rekoske alleged the information impacted to be some combination of his and

other similarly situated individuals' names, dates of birth, Social Security numbers, beneficiary HIC numbers, case identification number, health plan information, health record information, medical record number, medical dates of service, patient account numbers, diagnosis/clinical information, health insurance policy-related number, medical provider name, medical provider NPI, medical treatment/procedure information, other patient identifiers, and subscriber IDs. *Id.* ¶ 3.

Soon thereafter, at least five other related class action lawsuits were filed against Navvis¹ in federal court and ultimately consolidated pursuant to court order on February 9, 2024. *See* Federal Action, Doc. 21. On March 11, 2024, a consolidated class action complaint was filed (Doc. No. 30) and a subsequently filed related action, *Detrick Clark v. Navvis and Company, LL*, 4:24-cv-00514-PLC, was consolidated with the Federal Action. Additionally, John and Jane Doe filed the above-captioned class action lawsuit against Navvis and one of Navvis's customers, SSM Health Care Corporation d/b/a SSM Health, in the Circuit Court of the City of St. Louis, St. Louis County, in the State of Missouri, also alleging that they experienced numerous harms as a result of the Incident. Finally, Pamela Clark filed an individual action in Hillsborough County, Florida, FL Circuit Court, captioned *Pamela Clark v. Navvis & Company, LLC*, Case No. 24-CA-003585 alleging that she suffered harms as a result of the Incident ("Florida State Court Action").

Following several rounds of negotiations, including a mediation session, the Parties agreed to settle all currently pending actions against Navvis by way of this Settlement Agreement which, pursuant to the terms set out below, provides for the resolution of all claims and causes of action

¹ *See Maxwell Klassen v. Navvis & Company, LLC d/b/a Navvis*, No. 4:24-cv-00035-RHH (E.D. Mo.); *Melanie Burns v. Navvis & Company, LLC d/b/a Navvis*, No. 4:24-cv-00039-SRW (E.D. Mo.); *Julie Montiel v. Navvis & Company, LLC d/b/a Navvis*, No. 4:24-cv-00040-AGF (E.D. Mo.); *Patricia McCreary v. Navvis & Company, LLC d/b/a Navvis*, No. 4:24-cv-00041-MTS (E.D. Mo.); *Richard Lilly v. Navvis & Company, LLC*, No. 4:24-cv-00065-SEP (E.D. Mo.). For the avoidance of doubt, "Federal Action" as used herein includes these five cases as well as *Detrick Clark v. Navvis and Company, LL*, 4:24-cv-00514-PLC. .

asserted, or that could have been asserted, against Navvis and the Released Persons (as defined below) relating to the Incident, by and on behalf of Class Representatives and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America (“United States,” as defined below) against Navvis and the Released Persons relating to the Incident.

II. CLAIMS OF CLASS REPRESENTATIVES AND BENEFITS OF SETTLING

Class Representatives believe that the claims asserted in the Litigation (as defined below) have merit, which Navvis denies. Class Representatives and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Navvis through further discovery, motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue in data breach litigation in general, and in this Litigation in particular. They have determined that this Settlement Agreement, with all of the conditions and terms set forth herein, is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Navvis denies each and every claim and contention alleged against it in the Litigation. Navvis denies any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation. Nonetheless, Navvis has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Navvis has considered the

uncertainty and risks inherent in any litigation. Navvis, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, and Navvis that, subject to the approval of the Court, the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, Settlement Class, and Settlement Class Members, except as to those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this Agreement.

1.2 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below).

1.3 “Claim Form” means the form that Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification but shall not require notarization. The Claim Form will be substantially in a form as shown in the template attached hereto as **Exhibit C** and will be available on both the Settlement Website (as defined below) and in paper format if specifically requested by a Settlement

Class Member. The Claim Form shall include the ability for Settlement Class Members to select the means by which they shall be paid and shall include options to be paid by check or by other electronic means usually and customarily offered by the Settlement Administrator (*e.g.*, Venmo, PayPal, CashApp, Prepaid Electronic Credit Card, etc.).

1.4 “Class Representatives” means John and Jane Doe, Donna Allen, Keeley Bogart, Melanie Burns, Detrick Clark, Richard Lilly, Julie Montiel, Jeff Ruderman, Julie Schaus, Dorothy Winston, Duane Zellmer.

1.5 “Complaint” means the Class Action Complaint filed in the above-captioned action on February 2, 2024.

1.6 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration. The Settlement Administrator shall, from the Settlement Fund, pay all Costs of Settlement Administration subject to approval by Class Counsel.

1.7 “Court” means the Circuit Court of the City of St. Louis, St. Louis County, in the State of Missouri.

1.8 “Effective Date” means the first date by which all of the events and conditions specified in Section 9.1 herein have occurred and been met.

1.9 “Final Judgment” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, (iv) such dismissal or affirmance has become

no longer subject to further appeal or review, and (v) all Litigation has been dismissed with prejudice. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is a "Final Judgment" as defined herein or any other aspect of the Judgment.

1.10 "Incident" means the "Data Breach," as alleged in the Litigation, whereby unauthorized user(s) allegedly gained access to Navvis's network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis's files, including the Private Information (defined below) of approximately 2.8 million individuals. Navvis provided notification of the Incident to all potentially impacted individuals beginning on or about September 22, 2023, and concluding on June 6, 2024.

1.11 "Judgment" means a judgment rendered by the Court, substantially in the form as shown in **Exhibit E**.

1.12 "Litigation" means the above-captioned action, the Federal Action, and the Florida State Court Action.

1.13 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in the template attached as **Exhibit B** hereto.

1.14 "Objection Date" means the date by which Settlement Class Members' objections must be filed with the Clerk of the Court for such to be timely and effective.

1.15 "Opt-Out Date" means the date by which requests by Settlement Class Members to exclude themselves from the Settlement Class must be postmarked in order to be effective and timely.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, parent companies, subsidiaries, predecessors, successors, representatives, or assignees.

1.17 “Private Information” means any kind of legally protected information, including, but is not limited to, individual names, Social Security numbers, dates of birth, and medical information, and any other types of personally identifiable information or protected health information collected or maintained by Navvis and compromised in the Incident.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in **Exhibit D** hereto.

1.19 “Related Parties” means: (a) Navvis and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, including without limitation local unions, and each of their respective predecessors, successors, trustees, directors, officers, owners, investors, principals, agents, vendors, attorneys, insurers, and reinsurers; (b) any Person related to any entity in 1.21(a) who is, was or could have been named as a defendant in this Litigation; and (c) Navvis’s current and former customers, which include: (i) SSM Health Care Corporation d/b/a SSM Health; (ii) Arkansas Health Network; (iii) Horizon Healthcare Services, Inc., dba Horizon Blue Cross Blue Shield of New Jersey; (iv) RWJBH Corporate Services, Inc.; (v) Hawai’i Medical Service

Association; (vi) Triple-S Management Corporation; (vii) Allina Health System d/b/a Allina Health; and (viii) Florida Medical Clinic, LLC.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action of any form, kind, or description based on, relating to, concerning, arising out of, or in connection with the Incident, whether known or unknown, including, but not limited to, any causes of action arising under or premised upon: (a) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 *et seq.*, and all similar statutes in effect; (b) without limiting the foregoing, any violations of any state data privacy, data security or state consumer protection statutes and the regulations promulgated under those statutes; (c) negligence; (d) negligence *per se*; (e) breach of contract; (f) breach of implied contract; (g) breach of fiduciary duty; (h) breach of confidence; (i) invasion of privacy; (j) fraud; (k) misrepresentation (whether fraudulent, negligent or innocent); (l) unjust enrichment; (m) bailment; (n) wantonness; (o) failure to provide adequate notice pursuant to any federal, state or territory breach notification statute or common law duty; and (p) any Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by

any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with the Incident. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, or any of the Released Persons to enforce the terms contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely opted out of the Settlement Class.

1.21 “Released Persons” means Navvis and the Related Parties.

1.22 “Settlement Administration” means the administration of the notice program as detailed herein and the processing and payment of claims received from Settlement Class Members by the Settlement Administrator (as defined below).

1.23 “Settlement Administrator” means EAG Gulf Coast LLC Legal Administration Services, a company experienced in administering class action claims generally and, specifically, those of the type provided for and made in data breach litigation.

1.24 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.25 “Settlement Class” means “All persons residing in the United States whose Private Information was compromised during the Incident.” The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Incident or who pleads *nolo contendere* to any such charge.

1.26 “Settlement Class Counsel” and/or “Class Counsel” means John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC.

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

1.28 “Settlement Fund” shall mean the \$6,000,000 United States Dollars non-reversionary common fund established by Navvis pursuant to Section 2.1 of this Agreement, plus the supplemental \$500,000 reversionary funds to be made available in Tranche 3 if necessary (defined in Section 2.1 below). If any funds remain unpaid in the \$6,000,000 non-reversionary portion of the Settlement Fund after any checks are uncashed, the Parties will agree on a charitable organization to receive the remaining funds in a *cypres* payment.

1.29 “Settlement Website” means the website described in Section 3.2.2.

1.30 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in the template attached as **Exhibit A** hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.31 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in

this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

1.32 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, Puerto Rico and all other territories.

1.33 “Valid Claims” means settlement claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process described in Section 2.6.

2. Settlement Benefits

2.1 Settlement Fund. Navvis agrees to fund, or cause its insurers to fund, a settlement of up to \$6,500,000 as consideration for the releases obtained in this Settlement Agreement through the following payment structure:

- a) Within 30 days of the court’s entry of the Preliminary Approval Order, Navvis will fund, or cause its insurers to fund, an initial non-reversionary settlement fund of \$5,500,000 into an interest-bearing escrow account (“**Tranche 1**”). Any interest that accrues on Tranche 1 will be solely to the benefit of the Settlement Class and expenses to be paid on behalf of the Settlement Class.
- b) Within 730 days of the court’s entry of the Preliminary Approval Order, Navvis will fund, or cause its insurers to fund, a supplemental non-reversionary payment of \$500,000 (“**Tranche 2**”) into the Settlement Fund. Any interest that accrues on Tranche 2 will be solely to the benefit of the Settlement Class and expenses to be paid on behalf of the Settlement Class.
- c) Within 1095 days of the court’s entry of the Preliminary Approval Order, and only to the extent any Valid Claims remain that have not been paid,

Navvis will fund a supplemental reversionary payment of up to \$500,000 (“**Tranche 3**”) into the Settlement Fund. For the avoidance of doubt, Navvis’s obligation under Tranche 3 will be equal to the amount of unfunded Valid Claims but will in no event exceed \$500,000 and will cease to exist 1095 days after entry of the Preliminary Approval Order.

As set forth below, the Settlement Fund will be used to pay for (i) Credit Monitoring (Section 2.2); (ii) Compensation for Documented Out-of-Pocket Expenses (Section 2.3.1) and Extraordinary Losses (Section 2.3.3); (iii) Cash Payments (Section 2.3.2); (iv) settlement expenses (Section 2.7); (v) Credit Monitoring (Section 2.2); (vi) service awards (Section 7.3); and (vii) attorneys’ fees and litigation expenses (Section 7.2).

2.2 Credit Monitoring. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for two additional years of three-bureau credit monitoring.

2.3 Cash Benefits.

2.3.1. Documented Out-of-Pocket Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented Out-of-Pocket Expenses (also referred to as “Ordinary Losses”) resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit

monitoring or other identity theft monitoring purchased by Settlement Class Members between July 12, 2023 and the date that notice of the Data Security Incident was sent by Navvis to Settlement Class Members. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Ordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance, identity theft insurance and fraud insurance. Settlement Class Members with Ordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

2.3.2 Pro Rata Cash Payment. All Settlement Class Members are eligible to make a claim for a cash payment to compensate them for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims pursuant to this Section 2. However, the cash payment is capped at no more than \$150 per Class Member unless such a cap will not result in exhaustion of the \$6,000,000 non-reversionary fund (Tranche 1 and Tranche 2). The *pro rata* cash payment may be increased above the \$150 per Class Member cap only as needed to exhaust the \$6,000,000 non-reversionary fund (Tranche 1 and Tranche 2). The *pro rata* cash payment cannot be increased above the \$150 per Class Member cap in order to

reach or exhaust the supplemental reversionary payment (Tranche 3). Likewise, the *pro rata* cash payment cannot be decreased below the \$150 per Class Member cap in order to avoid reaching the supplemental reversionary payment (Tranche 3), as further detailed in Section 2.3.4 below.

2.3.3 Documented Extraordinary Loss Reimbursement. Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss that: (i) is an actual, documented and unreimbursed monetary loss caused by (A) injurious misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information; (ii) was more likely than not caused by the Incident; (iii) occurred between July 12, 2023 and seven (7) days after the Court approved notice of settlement (pursuant to Section 3.2.3) is sent to Settlement Class Members; (iv) is not already covered by one or more of the above-referenced reimbursed expenses in Section 2.3.1; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services, identity theft insurance or fraud insurance, if any such services/insurance applies. To receive reimbursement for extraordinary losses, Settlement Class Members must submit a Valid Claim, including necessary substantial and plausible documentation supporting their claims, to the Claims Administrator. The documentation guidelines and requirements set forth in Section 2.3.1 of this Agreement apply to claims for extraordinary losses.

2.3.4 Order of Payments. All Valid Claims for Credit Monitoring (Section 2.2), Documented Out-of-Pocket Reimbursement (Section 2.3.1) and Documented Extraordinary Loss Reimbursement (Section 2.3.3) shall be paid from the initial Settlement Fund payment, Tranche 1, as soon as practical and in accordance with the terms of this Agreement. If payment for any such claims remain outstanding after the Tranche 1 funds are exhausted, such payments will be made from Tranche 2 and then Tranche 3, if necessary. Upon Navvis's payment of the Tranche 2 funds, the Settlement Administrator shall determine the value of the *pro rata* cash payment from the remaining non-reversionary funds (those from Tranche 1 and Tranche 2 and the interest accrued). Such assessment shall be made prior to the expiration of 1095 days following the entry of the Preliminary Approval Order. If the remaining non-reversionary funds are sufficient to pay a *pro rata* cash payment of \$150 per Class Member or more, then the Settlement Administrator shall issue the Cash Payment to the Settlement Class Members who submitted Valid Claims for a cash payment, and Navvis shall not be required to fund Tranche 3. If, however, the remaining non-reversionary funds are insufficient to pay a *pro rata* cash payment of \$150 per Settlement Class Member who submitted Valid Claims for a cash payment, then the Settlement Administrator shall (a) calculate the additional amount needed to pay a *pro rata* cash payment of \$150 per Settlement Class Member who submitted Valid Claims, and (b) notify Navvis of the additional amount of money needed, up to \$500,000, to pay a *pro rata* cash payment of \$150 per Settlement Class Member who submitted Valid Claims. Once Navvis pays any additional amount needed, up to \$500,000, to pay for Valid Claims for cash

payment (Section 2.3.2), the Settlement Administrator shall issue cash payments of no more than \$150 (or the maximum *pro rata* amount available that is less than \$150), to those Class Members who submitted Valid Claims for cash payments (Section 2.3.2). At no point shall any portion of the Tranche 1 and Tranche 2 funds revert to Navvis, nor the interest earned therefrom.

2.3.5 Claim Form. Settlement Class Members seeking reimbursement under Section 2.3 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of Notice to Settlement Class Members as set forth in Section 3.2 (the “Claims Deadline”). The Notice to the Settlement Class will specify this deadline and other relevant dates described herein. Failure to provide sufficient supporting documentation for documented out-of-pocket reimbursement (Section 2.3.1) and/or extraordinary loss reimbursement (Section 2.3.3), referenced above, as requested on the Claim Form, shall result in denial of that portion of documented out-of-pocket expense reimbursement and/or extraordinary loss reimbursement for which such documentation is not provided.

2.4 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring Navvis to provide, and Navvis shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.5 Information Security Improvements. Separate from and in addition to the Settlement Fund, Navvis commits to spend an additional \$500,000 per year on cybersecurity. This \$500,000 of additional spend will be measured against Navvis's cybersecurity spend for 2023. This commitment will begin in 2024 and continue through calendar year 2028. In addition, upon request, Navvis will disclose efforts taken to date to Plaintiffs' Counsel via written declaration.

2.6 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Sections 2.3.1 and 2.3.3; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Incident. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those claims to the Settling Parties (one lawyer shall be designated to fill this role for Class Counsel). If the Settling Parties do not agree with respect to the validity of a claimant's claim, after meeting and conferring, then the claim shall be referred to a claims

referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.6.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information (“Claim Supplementation”) and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than six (6) months from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.6.2 Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because

the claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the claim, then the Settlement Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the claims referee.

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

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under Sections 3.1 and 3.2, Costs of Settlement Administration under Sections 8.1, 8.2, and 8.3, and the costs of dispute resolution described in Section 2.6, shall be paid from the Settlement Fund by the Settlement Administrator subject to approval by Class Counsel.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement 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 any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court as part of a motion for preliminary approval of the Settlement Agreement requesting entry of a mutually agreeable Preliminary Approval Order requesting, *inter alia*:

3.1.1. certification of the Settlement Class for settlement purposes only pursuant to Section 2.8;

3.1.2. preliminary approval of the Settlement Agreement as set forth herein;

3.1.3. appointment of John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC as Class Counsel;

3.1.4. appointment of Class Representatives as class representatives for the Settlement Class;

3.1.5 approval of a customary form of Short Notice to be e-mailed or mailed by first-class United States Postal Service (“USPS”) mail to Settlement Class Members in a form substantially similar to the template attached as **Exhibit A** hereto;

3.1.6. approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the template attached as **Exhibit B** hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys’ fees, and the date, time and place of the Final Fairness Hearing;

3.1.7. approval of the Claim Form to be available on the Settlement Website for submitting claims and available in .pdf format on the Settlement Website for or if specifically requested by the Settlement Class Member, in a form substantially similar to the template attached as **Exhibit C** hereto; and

3.1.8. appointment of EisnerAmper LLP as the Settlement Administrator.

3.2 The Settlement Administrator shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Settlement Administration shall be paid from the Settlement Fund. Any attorneys' fees, costs, and expenses of Class Counsel, and any service awards to the Class Representatives, as approved by the Court, shall be paid from the Settlement Fund as set forth in Section 7 below. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

3.2.1. Class Member Information: Within seven (7) days of entry of the Preliminary Approval Order, Navvis shall provide the Settlement Administrator with the name, physical address, or e-mail, if available, of each Settlement Class Member (collectively, "Class Member Information") that Navvis and/or the Related Parties possess. The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

3.2.2. Settlement Website: Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the

Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the Complaint filed in this action, the consolidated complaint filed in the Federal Action, and the complaint filed in the Florida State Court Action; (vi) Class Counsel's application for attorneys' fees and expenses and the service awards for Class Representatives; and (vii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

3.2.3. Short Notice: Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to Settlement Class Members as follows:

- Via postcard to the postal addresses in Navvis's records. Before any physical mailing under this section occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS within twenty-one (21) days of entry of the Preliminary Approval Order.
- In the event that a Short Notice is returned to the Settlement Administrator by USPS because the postal address of the recipient is not valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice.
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that

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

- The date of the first mailing of the Short Notice shall be deemed the “notice commencement date” for purposes of calculating the opt-out and objection deadlines, and all other deadlines that flow from the notice commencement date.
- Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the Claims Period;
- A toll-free help line with live agents shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions, including whether they are members of the Settlement Class and how to submit claims. The Settlement Administrator also will provide copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and
- Contemporaneously with seeking Final Approval of the settlement, Class Counsel and Navvis shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

3.4 Class Counsel and Navvis’s counsel shall request that after notice (pursuant to Section 3.2.3 herein) is completed, and after the time to object or opt-out of the Settlement Agreement has passed, the Court hold a hearing (the “Final Fairness Hearing”) and grant Final Approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated email address or Post Office box established by the Settlement Administrator. Persons wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked (or dated for emails) no later than sixty (60) days after the notice commencement date as defined in Section 3.2.3.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in Section 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Section 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 If 5% or more Settlement Class Members opt out of the Settlement Class, then Navvis will have thirty (30) days to determine in its sole discretion whether to withdraw from the Settlement and terminate the Settlement Agreement.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection to the designated email address or Post Office box established by the Settlement Administrator by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone

number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed to the designated email address or Post Office box established by the Settlement Administrator and contain the case name and docket *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01 no later than sixty (60) days after the notice commencement date as defined in Section 3.2.3. Any Settlement Class Member who fails to comply with the requirements for objecting in Section 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of this Settlement Agreement and Judgment entered thereon. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final order approving this Settlement Agreement, or the Judgment to be entered upon Final Approval

shall be pursuant to appeal under the Missouri Rules of Civil Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member (who has not timely and validly opted out from the Settlement Class), including Class Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member (who has not timely and validly opted out from the settlement), including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims are asserted.

6.2 Upon the Effective Date, Navvis shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Representatives, each Settlement Class Member (who has not timely and validly opted out from the Settlement Class), and Class Counsel, of all claims, including, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims. Any other claims or defenses Navvis may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion,

settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Navvis nor its Related Parties shall have, or shall be deemed to have, released, relinquished, or discharged any claim or defense against any Person other than Class Representatives, each Settlement Class Member (who has not timely and validly opted out from the Settlement Class), and Class Counsel. Moreover, neither Class Representatives nor any Settlement Class Member (who has not timely and validly opted out from the Settlement Class) shall be deemed to have released, relinquished, or discharged any claim not based on, relating to, concerning, arising out of, or in connection with the Incident.

6.4 Nothing in this Section 6 shall preclude any action to enforce the terms of this Settlement Agreement by Class Representatives, Settlement Class Members, Class Counsel, and/or Navvis.

7. Attorneys' Fees, Costs, and Expenses; Service Awards to Class Representatives

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or any service award to Class Representatives, as provided for in Sections 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Navvis would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Class Representatives from the Settlement Fund as may be ordered by the Court.

7.2 Class Representatives shall seek an award of attorneys' fees not to exceed one-third of the Settlement Fund. Class Representatives shall also seek reimbursement for reasonable out-of-pocket costs and expenses. Navvis will not object to Class

Representatives' requesting and receiving an award of attorneys' fees not to exceed one-third of the Settlement Fund and reasonable out-of-pocket costs and expenses not to exceed \$50,000. The Settlement Administrator shall, from Tranches 1 and 2 of the Settlement Fund, pay the attorneys' fees, costs, and expenses award approved by the Court. Except as otherwise provided in the Settlement Agreement, the parties shall bear his, her, or its own attorneys' fees, costs, and expenses in the prosecution, defense, or settlement of the Litigation.

7.3 Class Counsel will seek approval from the Court of a service award in the amount of \$2,500 to the named Class Representatives (for a total payment of \$30,000). Navvis will not object to Class Counsel seeking approval of a service award in the amount of \$2,500 to the named Class Representatives (for a total payment of \$30,000).

7.4 Class Representatives and Class Counsel shall, within forty-five (45) days following the notice commencement date, file with the Court a motion seeking attorneys' fees, costs, and the service awards set forth herein.

7.5 Within seven days of the Effective Date, the Settlement Administrator shall pay to an account designated by Class Counsel the amount awarded by the Court for attorneys' fees, costs, and the service awards. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses and the service awards as necessary, consistent with Sections 7.2 and 7.3. Class Counsel is responsible for distributing the amount awarded by the Court for attorneys' fees and costs to all counsel for Class Representatives in the Litigation. In no event shall Navvis be responsible for any additional attorneys' fees or costs claimed by any counsel for Class Representatives in the Litigation, nor shall Navvis be responsible for any claims related to the distribution by Class Counsel

or any other person of the amount awarded by the Court for any attorneys' fees, costs and/or service awards.

8. Administration of Claims

8.1 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. Class Counsel and Navvis shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Settlement Administrator's and claims referee's (as applicable) determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in Section 2.6.

8.2 Checks or electronic payments for Valid Claims shall be mailed and postmarked within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a Valid 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 expressly allowed by law or the Settling Parties' written agreement, 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.

8.4 No Person shall have any claim against the Settlement Administrator, claims referee, Navvis, Released Persons, Class Counsel, Class Representatives, and/or Navvis's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, claims referee, Class Counsel, and counsel for Navvis.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

9.1.1. the Court has entered the Preliminary Approval Order, as required by Section 3.1;

9.1.2. the Court has entered the Judgment granting Final Approval to the settlement as set forth herein;

9.1.3. the Judgment has become a Final Judgment as defined in Section 1.10;

9.1.4. the Federal Action has been dismissed, with prejudice, within 14 days of the Judgment becoming a Final Judgment as defined in Section 1.10; and

9.1.5 the Florida State Court Action has been dismissed, with prejudice, within 14 days of the Judgment becoming a Final Judgment as defined in Section 1.10.

9.2 If all conditions specified in Section 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 9.4 unless Class Counsel and counsel for Navvis mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to counsel for Navvis a complete list of all timely and valid requests by Settlement Class Members to opt out of the Settlement Class (the “Opt-Out List”).

9.4 In the event that the Settlement Agreement or the releases set forth in Sections 6.1, 6.2, and 6.3 above are not approved by the Court, either preliminarily or finally, or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party’s counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose; (iii) any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; and (iv) Navvis shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation and the Incident. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation or the Incident, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the

Judgment in any action related to the Incident that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The Settlement Agreement contains the entire understanding between Navvis and Class Representatives regarding settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Navvis and Class Representatives in connection with the settlement of the Litigation. Except as otherwise provided herein, each party shall bear its own costs relating to the Litigation and the Incident. This Agreement supersedes all previous agreements made between Navvis and Class Representatives. Any agreements reached between Navvis, Class Representatives, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which Class Counsel deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Settlement Agreement shall be interpreted, construed, enforced, and administered under the laws of Missouri, without regard to conflicts of laws rules. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto irrevocably consent and submit to the exclusive jurisdiction of the Court for purposes of implementing, interpreting, construing, and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it"; "his" means "his, hers, or its"; and "him" means "him, her, or it."

10.12 All dollar amounts stated herein are in United States Dollars (USD).

10.13 Cashing a settlement check, or receiving an electronic payment, is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance by the Settlement Administrator.

10.14 If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Navvis shall have no obligation to make payments to the Settlement Class Member for cash benefits under Section 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.16 No tax advice has been offered or given by the parties, their attorneys, their agents, or any other representatives. All Settlement Class Members are responsible for any tax obligations or consequences that might arise from the Settlement Agreement or the settlement, including any federal, state, and local income taxes that may be due on any payments made to them and any other benefit they receive under this Settlement Agreement. Under no circumstances shall Navvis or any of the Released Parties have any liability for taxes or tax expenses under the Settlement Agreement or the settlement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

[Signature blocks on next page]

AGREED TO BY:

By: /s/ John F. Garvey, Jr.

John F. Garvey, Jr, #35879
STRANCH, JENNINGS & GARVEY, PLLC
Peabody Plaza
701 Market Street, Suite 1510
St. Louis, MO 63101
(314) 374-6306
jgarvey@stranchlaw.com

Counsel for Plaintiffs and the Putative Class

By: /s/

Christopher M. Hohn, MO #44124
Amanda J. Hettinger, MO #55038
David M. Mangian, MO #61728
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000 (Telephone)
(314) 552-7000 (Facsimile)
chohn@thompsoncoburn.com
ahettinger@thompsoncoburn.com
dmangian@thompsoncoburn.com

*Counsel for Defendant Navvis &
Company, LLC*

Signed by
By: /s/ John Doe
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John Doe, Plaintiff

Signed by
By: /s/ Jane Doe
C65F49B488FB44D6...

Jane Doe, Plaintiff

By: /s/

Donna Allen, Plaintiff

By: /s/ Keeley Bogart
Keeley Bogart (Jan 2, 2025 15:28 CST)

Keely Bogart, Plaintiff

By: /s/

Courtney Fortner, President and Chief
Executive Officer, Navvis & Company,
LLC

AGREED TO BY:

By: /s/ _____

John F. Garvey, Jr
STRANCH, JENNINGS & GARVEY, PLLC
Peabody Plaza
701 Market Street, Suite 1510
St. Louis, MO 63101
(314) 374-6306
jgarvey@stranchlaw.com

Counsel for Plaintiffs and the Putative Class

By: /s/ *Christopher M. Hohn* _____

Christopher M. Hohn, MO #44124
Amanda J. Hettinger, MO #55038
David M. Mangian, MO #61728
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000 (Telephone)
(314) 552-7000 (Facsimile)
chohn@thompsoncoburn.com
ahettinger@thompsoncoburn.com
dmangian@thompsoncoburn.com

*Counsel for Defendant Navvis &
Company, LLC*

By: /s/ _____

John Doe, Plaintiff

By: /s/ _____

Jane Doe, Plaintiff

By: /s/ _____

Donna Allen, Plaintiff

By: /s/ _____

Keely Bogart, Plaintiff

DocuSigned by:
Courtney Fortner
By: /s/ _____
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Courtney Fortner, President and Chief
Executive Officer, Navvis & Company,
LLC

AGREED TO BY:

By: /s/ _____

John F. Garvey, Jr
STRANCH, JENNINGS & GARVEY, PLLC
Peabody Plaza
701 Market Street, Suite 1510
St. Louis, MO 63101
(314) 374-6306
jgarvey@stranchlaw.com

Counsel for Plaintiffs and the Putative Class

By: /s/ _____

Christopher M. Hohn, MO #44124
Amanda J. Hettinger, MO #55038
David M. Mangian, MO #61728
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000 (Telephone)
(314) 552-7000 (Facsimile)
chohn@thompsoncoburn.com
ahettinger@thompsoncoburn.com
dmangian@thompsoncoburn.com

*Counsel for Defendant Navvis &
Company, LLC*

By: /s/ _____

John Doe, Plaintiff

By: /s/ _____

Courtney Fortner, President and Chief
Executive Officer, Navvis & Company,
LLC

By: /s/ _____

Jane Doe, Plaintiff

By: /s/ Donna Allen

Donna Allen, Plaintiff

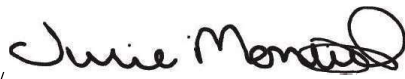
By: /s/ _____

Keely Bogart, Plaintiff

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff


By: /s/ _____
Richard Lilly, Plaintiff

By: /s/  _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

By: /s/  _____
Duane Zellmer, Plaintiff

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff

By: /s/ *Richard Lilly*
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Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

By: /s/ _____
Duane Zellmer, Plaintiff

AGREED TO BY:

By: /s/_____

John F. Garvey, Jr
STRANCH, JENNINGS & GARVEY, PLLC
Peabody Plaza
701 Market Street, Suite 1510
St. Louis, MO 63101
(314) 374-6306
jgarvey@stranchlaw.com

Counsel for Plaintiffs and the Putative Class

By: /s/_____

Christopher M. Hohn, MO #44124
Amanda J. Hettinger, MO #55038
David M. Mangian, MO #61728
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000 (Telephone)
(314) 552-7000 (Facsimile)
chohn@thompsoncoburn.com
ahettinger@thompsoncoburn.com
dmangian@thompsoncoburn.com

*Counsel for Defendant Navvis &
Company, LLC*

By: /s/_____

John Doe, Plaintiff

By: /s/_____

Jane Doe, Plaintiff

By: /s/_____

Donna Allen, Plaintiff

By: /s/ Keeley Bogart
Keeley Bogart (Jan 2, 2025 13:28 CST)

Keely Bogart, Plaintiff

By: /s/_____

Courtney Fortner, President and Chief
Executive Officer, Navvis & Company,
LLC

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff

By: /s/ _____
Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/  _____
Dorothy Winston, Plaintiff

Signed by:
Dorothy Winston
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By: /s/ _____
Duane Zellmer, Plaintiff

Signed by:

By: /s/ _____
027506753D4448C...
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff

By: /s/ _____
Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

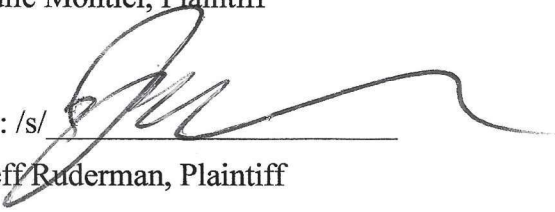
By: /s/ _____
Duane Zellmer, Plaintiff

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff

By: /s/ _____
Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff


By: /s/  _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

By: /s/ _____
Duane Zellmer, Plaintiff

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/  _____
Detrick Clark (Dec 30, 2024 16:18 EST)
Detrick Clark, Plaintiff

By: /s/ _____
Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/ _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

By: /s/ _____
Duane Zellmer, Plaintiff

By: /s/ _____
Melanie Burns, Plaintiff

By: /s/ _____
Detrick Clark, Plaintiff

By: /s/ _____
Richard Lilly, Plaintiff

By: /s/ _____
Julie Montiel, Plaintiff

By: /s/ _____
Jeff Ruderman, Plaintiff

By: /s/  _____
Julie Schaus, Plaintiff

By: /s/ _____
Dorothy Winston, Plaintiff

By: /s/ _____
Duane Zellmer, Plaintiff

Legal Notice

John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al., Case No. 2422-CC00208-01

If You Were Notified by Navvis Regarding the July 2023 Incident, You May Be Eligible for Payment and Credit Monitoring Services from a Class Action Settlement.

A settlement has been reached in the above referenced class action lawsuit against Navvis & Company, LLC, (“Navvis” or “Defendant”) and SSM Health Care Corporation d/b/a SSM Health (“SSM”) concerning a data security incident whereby unauthorized user(s) allegedly gained access to Navvis’s network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis’s files, including the Private Information of approximately 2.8 million individuals (the “Incident”). Navvis and SSM deny any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation.

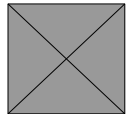
Who Is A Settlement Class Member? You are a Settlement Class Member if you reside in the United States (including its territories) and your Private Information may have been compromised during the Incident that Navvis discovered in July 2023 (the “Settlement Class”).

For more information please visit www.SettlementWebsite.com or call 1-XXX-XXX-XXXX.

Navvis Settlement Administrator

P.O. Box XXXX

Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [Claim ID]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

EXHIBIT

A

Settlement Benefits. The settlement provides the following to Settlement Class Members who submit valid claims: up to \$2,000 for certain documented out-of-pocket expenses, up to \$5,000 for certain documented extraordinary losses, *pro rata* cash payment, and two years of three-bureau credit monitoring services. Visit the Settlement Website or call the toll-free number below for complete benefit details. **The only way to receive a benefit is to file a claim. The claim deadline is [Claim Deadline].**

Opt Out. If you do not want to be legally bound by the settlement, you must exclude yourself (also known as “opting out”). A more detailed notice is available to explain how to exclude yourself. You must email or mail your exclusion request, postmarked no later than [Exclusion Deadline], to the Settlement Administrator. If you exclude yourself from the settlement, you will receive no benefits under the settlement and will not be legally bound by the Court’s judgments related to the Settlement Class and Navvis in this class action.

Object. If you stay in the settlement, you may object to it by [Objection Deadline] if you do not agree with any part of it. A more detailed notice is available to explain how to object. You must email or mail your objection, postmarked no later than [Objection Deadline], to the Settlement Administrator. You can object only if you stay in the Settlement Class.

Other Options. If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Navvis and SSM for the claims resolved by this settlement.

For More Information. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On [Hearing Date], the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Settlement Class Counsel’s request for attorneys’ fees not to exceed one-third of the Settlement Fund and expenses not to exceed \$50,000, and for service award payments of \$2,500 to each Class Representative (total of \$30,000). The motion for attorneys’ fees and expenses and service awards will be posted on the Settlement Website, at www.SettlementWebsite.com, after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the Settlement Website.

www.SettlementWebsite.com

1-XXX-XXX-XXXX

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.
Case No. 2422-CC00208-01

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

If You Were Notified by Navvis Regarding the July 2023 Incident, You May Be Eligible for Payment and Credit Monitoring Services from a Class Action Settlement.

- A settlement has been reached in the above referenced class action lawsuit against Navvis & Company, LLC, (“Navvis” or “Defendant”) and SSM Health Care Corporation d/b/a SSM Health (“SSM”) concerning a data security incident whereby unauthorized user(s) allegedly gained access to Navvis’s network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis’s files, including certain Private Information of approximately 2.8 million people (the “Incident”). Navvis provided notification of the Incident to all potentially impacted individuals beginning on or about September 22, 2023, and concluding on June 6, 2024. Navvis and SSM deny any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation.
- The Settlement Class includes all persons residing in the United States (including its territories) whose Private Information was compromised during the Incident. The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Incident or who pleads *nolo contendere* to any such charge.
- Eligible Settlement Class Members may file a claim to receive the following settlement benefits:
 - **Documented Out-of-Pocket Expense Reimbursement** – Reimbursement for the actual amount of certain unreimbursed Out-of-Pocket Expenses (also referred to as “Ordinary Losses”) resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member.
 - **Documented Extraordinary Loss Reimbursement** – Reimbursement for certain documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss.
 - **Credit Monitoring Services** – Two additional years of three-bureau credit monitoring.
 - **Pro Rata Cash Payment** – A cash payment to compensate for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims.
- For more information or to submit a claim visit **www.SettlementWebsite.com** or call 1-XXX-XXX-XXXX.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

<p>EXHIBIT</p> <p>B</p>

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive benefits.	Submitted or Postmarked on or Before [Claim Deadline]
Exclude Yourself By Opting Out of the Class	Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Navvis or SSM for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before [Exclusion Deadline]
Object to the Settlement and/or Attend the Final Fairness Hearing	You can write to the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on [Hearing Date] , about the fairness of the settlement, with or without your own attorney.	Received on or Before [Objection Deadline]
Do Nothing	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the settlement. Settlement benefits and payments to class members will be made if the Court approves the settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information	3
The Claims in the Lawsuit and the Settlement.....	3
Who’s Included in the Settlement.....	3
The Settlement Benefits	4
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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Navvis, which also includes settlement of claims against SSM. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The case is called *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01, in the Circuit Court of the City of St. Louis, State of Missouri.

2. What is a class action lawsuit?

In a class action, one or more people called class representatives or plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit is a proposed class action lawsuit brought on behalf of the Settlement Class of all persons residing within the United States whose Private Information was compromised as a result of the Incident when unauthorized user(s) allegedly gained access to Navvis's network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis's files.

Navvis and SSM deny each and every claim and contention alleged against them in the Litigation. Navvis and SSM deny any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation. More information about the complaint in the lawsuit can be found on the Settlement Website at www.SettlementWebsite.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs, Navvis, or SSM should win this case. Instead, Plaintiffs and Navvis agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Navvis or SSM.

WHO'S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you reside in the United States and your Private Information was compromised during the Incident.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling 1-XXX-XXX-

XXXX, by emailing EMAIL, or by visiting www.SettlementWebsite.com.

The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

6 What does the settlement provide?

The proposed settlement would create a non-reversionary Settlement Fund of up to \$6,500,000, as set forth in Section 2.1(a)-(c) of the Settlement Agreement.

The Settlement Fund will be used to pay for (i) Credit Monitoring; (ii) Compensation for certain Documented Out-of-Pocket Expenses and Extraordinary Losses; (iii) *Pro Rata* Cash Payments; (iv) settlement expenses; (v) service awards; and (vi) attorneys' fees and litigation expenses.

7 What kind of benefits can Settlement Class Members receive?

The Settlement will provide payments and credit monitoring services to people who submit valid claims.

Documented Out-of-Pocket Expense Reimbursement: All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented Out-of-Pocket Expenses (also referred to as "Ordinary Losses") resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between July 12, 2023 and the date that notice of the Data Security Incident was sent by Navvis to Settlement Class Members. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Ordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance, identity theft insurance and fraud insurance.

Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss that: (i) is an actual, documented and unreimbursed monetary loss caused by (A) injurious misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information; (ii) was more likely than not caused by the Incident; (iii) occurred between July 12, 2023 and seven (7) days after the Court approved notice of settlement is sent to Settlement Class Members; (iv) is not already covered by one or more of the above-referenced reimbursed expenses for Ordinary Losses; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss,

including but not limited to exhaustion of the Settlement Class Member's identity protection services, identity theft insurance or fraud insurance, if any such services/insurance applies.

Settlement Class Members with Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Extraordinary Losses.

Credit Monitoring: All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for two additional years of three-bureau credit monitoring.

Pro Rata Cash Payment: All Settlement Class Members are eligible to make a claim for a cash payment to compensate them for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims.

For complete details, please see the Settlement Agreement, whose terms control, available at www.SettlementWebsite.com.

HOW TO GET BENEFITS

8 How do I make a claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a claim must fill out and submit a Claim Form online at www.SettlementWebsite.com or by mail to the Settlement Administrator. Claim Forms are available through the Settlement website at www.SettlementWebsite.com or by calling 1-XXX-XXX-XXXX.

All Claim Forms must be submitted no later than [Claim Deadline].

9 When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes, the Court has appointed John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC as "Class Counsel" to represent you and all class members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this Litigation on behalf of the Settlement Class and have not been paid for their out-of-pocket expenses. Class

Representatives shall seek an award of attorneys' fees not to exceed one-third of the Settlement Fund. Class Representatives shall also seek reimbursement for reasonable out-of-pocket costs and expenses not to exceed \$50,000. Navvis will not object to Class Representatives' requesting and receiving an award of attorneys' fees not to exceed one-third of the Settlement Fund and reasonable out-of-pocket costs and expenses not to exceed \$50,000. Class Counsel will seek approval from the Court of a service award in the amount of \$2,500 to each of the named Class Representatives (for a total payment of \$30,000). Navvis will not object to Class Counsel seeking approval of a service award in the amount of \$2,500 to each of the named Class Representatives (for a total payment of \$30,000).

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Class Representatives.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service awards with the Court, which will also be posted on the Settlement Website, at www.SettlementWebsite.com.

12. What claims do I give up by participating in this settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Navvis or SSM about the Incident, and you will be bound by all decisions made by the Court in this case, the settlement, and its included release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at www.SettlementWebsite.com.

IF YOU DO NOTHING

13. What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the settlement. You will be in the Settlement Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court, the settlement, and its included release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 6 of the Settlement Agreement. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Navvis for the claims or legal issues released in this settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

14. What happens if I ask to be excluded?

If you exclude yourself from the settlement, you will receive no benefits under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Navvis in this class action and the releases in this settlement.

15. How do I ask to be excluded?

You can ask to be excluded from the settlement. To do so, you must send written notice to the Settlement Administrator stating that you want to be excluded from the settlement in *John Doe et al.*

v. *SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01. Your written notice must include: (1) the name of the proceeding; (2) your full name and current address; (3) a statement that you wish to be excluded from the Settlement Class; and (4) your signature. You must email or mail your exclusion request postmarked (or dated for emails) **no later than [Exclusion Deadline]**, to **EMAIL** or the following address:

Navvis Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

You cannot exclude yourself by phone. Any person who wants to be excluded from the settlement must submit his or her own exclusion request. Mass or class opt-outs will not be permitted.

16. If I don't exclude myself, can I sue Navvis for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Navvis or SSM for the claims or legal issues released in this settlement, even if you do nothing.

17. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you cannot submit a Claim Form to ask for any benefits.

OBJECTING TO THE SETTLEMENT

18. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must submit written notice to the Settlement Administrator stating that you object to the settlement in *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01. Your objection must be postmarked (or dated for emails) **no later than [Objection Deadline]**.

The objection must be in writing and be personally signed by you. The objection must include: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You must email the objection to **EMAIL** or mail the objection to the Settlement Administrator at the address listed below, postmarked (or dated for emails) no later than **[Objection Deadline]**:

Navvis Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

19. What's the difference between objecting and excluding myself from the settlement?

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

THE COURT'S FAIRNESS HEARING

20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Fairness Hearing, at **TIME** on **[Hearing Date]**, at the Courthouse located at 10 North Tucker Blvd., St. Louis, Missouri 63101. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Class Representatives.

The location, date and time of the Final Fairness Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, **www.SettlementWebsite.com**. You should check the Settlement Website to confirm the date and time have not been changed.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was submitted on time and meets the other criteria described in the settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must submit an objection according to the instructions in Question 17, including all the information required. Your objection must be emailed or mailed to the Settlement Administrator postmarked (or dated for emails) **no later than [Objection Deadline]**.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at **www.SettlementWebsite.com** or by writing to P.O. Box **XXXX**, Baton Rouge, LA 70821.

24. How do I get more information?

Go to **www.SettlementWebsite.com**, call 1-**XXX-XXX-XXXX**, email **EMAIL** or write to P.O. Box **XXXX**, Baton Rouge, LA 70821.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE,
OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS
PROCESS.**

CLAIM FORM

John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.
Case No. 2422-CC00208-01

This Claim Form should be filled out online or submitted by mail if you received a notification from Navvis that your Private Information was or may have been compromised in the Incident whereby unauthorized user(s) allegedly gained access to Navvis's network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis's files, including the Private Information of approximately 2.8 million people(the "Incident").

The Claim Form is to be completed if: (i) you had out-of-pocket losses, (ii) you wish to collect a pro rata cash payment, (iii) or you wish to obtain additional credit monitoring services. You may get a payment if you fill out this Claim Form, if the settlement is approved, and if you are found to be eligible for a payment. You may submit a claim for one or more of these benefits. The settlement establishes a fund to compensate Settlement Class Members for certain of their out-of-pocket expenses and extraordinary losses, to provide credit monitoring services, and to provide Settlement Class Members with a pro rata cash payment, as well as for the costs of notice and administration, certain taxes, service award payments, and attorneys' fees and litigation expenses as awarded by the Court.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, **WEBSITE**, or call **PHONE** for more information.

If you wish to submit a claim for settlement benefits, you need to provide the information requested below. The **DEADLINE** to submit this Claim Form online (or have it postmarked for mailing) is **DEADLINE**.

1. SETTLEMENT CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):

Settlement Claim ID: _____

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and the Settlement Agreement (available at **WEBSITE**) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

EXHIBIT C

Please provide as much information as you can to help us figure out if you are entitled to settlement benefits.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of benefits you would like to claim. Categories include Documented Out-of-Pocket Expenses and Extraordinary Losses that you incurred as a result of the Incident, a pro rata cash payment to compensate for the loss of privacy associated with the Incident, and two additional years of credit monitoring services.

Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

a. Documented Out-of-Pocket Expense Reimbursement:

All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented Out-of-Pocket Expenses (also referred to as "Ordinary Losses") resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Ordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance, identity theft insurance and fraud insurance.

_____ I incurred some or all of the following unreimbursed out-of-pocket expenses as a result of the Incident.

(i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between July 12, 2023 and the date that notice of the Data Security Incident was sent by Navvis to Settlement Class Members.

Total amount for this category \$ _____

Settlement Class Members with Ordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses, but can be considered

to add clarity or support other submitted documentation and a description of how the time was spent.

b. Documented Extraordinary Loss Reimbursement:

Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss that: (i) is an actual, documented and unreimbursed monetary loss caused by (A) injurious misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information; (ii) was more likely than not caused by the Incident; (iii) occurred between July 12, 2023 and seven (7) days after the Court-approved notice of settlement is sent to Settlement Class Members; (iv) is not already covered by one or more of the above-referenced reimbursed expenses for Ordinary Losses; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services, identity theft insurance or fraud insurance, if any such services/insurance applies.

_____ I incurred unreimbursed documented extraordinary losses as a result of the Incident.

Total amount for this category \$ _____

Settlement Class Members with Extraordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Extraordinary Losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

c. Two-years of Three-Bureau Credit Monitoring Services

_____ I would like to claim credit monitoring services.

d. Pro Rata Cash Payment

_____ I would like to claim a *pro rata* cash payment.

All Settlement Class Members are eligible to make a claim for a cash payment to compensate them for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims. However, the cash payment is capped at no more than \$150 per Class Member unless such a cap will not result in

exhaustion of the \$6,000,000 non-reversionary fund (Tranche 1 and Tranche 2). The *pro rata* cash payment may be increased above the \$150 per Class Member cap only as needed to exhaust the \$6,000,000 non-reversionary fund (Tranche 1 and Tranche 2). The *pro rata* cash payment cannot be increased above the \$150 per Class Member cap in order to reach or exhaust the supplemental reversionary payment (Tranche 3). Likewise, the *pro rata* cash payment cannot be decreased below the \$150 per Class Member cap in order to avoid reaching the supplemental reversionary payment (Tranche 3), as further detailed in the Settlement Agreement.

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

_____	_____	____/____/____
Signature	Print Name	Date

4. MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This Claim Form must be:

Postmarked by **CLAIMS DEADLINE** and mailed to: **ADDRESS**; OR

Emailed by midnight on **CLAIMS DEADLINE** to **EMAIL**; OR

Submitted through the Settlement Website by midnight on **CLAIMS DEADLINE** at: **WEBSITE**.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

JOHN DOE, et al.

Case No. 2422-CC00208-01

v.

SSM HEALTH CARE
CORPORATION d/b/a SSM
HEALTH et al.

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* (the "Motion"), the terms of which are set forth in the Settlement Agreement between Plaintiffs John and Jane Doe ("Plaintiffs"), Donna Allen, Keeley Bogart, Melanie Burns, Detrick Clark, Richard Lilly, Julie Montiel, Jeff Ruderman, Julie Schaus, Dorothy Winston, Duane Zellmer (together with Plaintiffs, "Class Representatives"), and Defendant Navvis & Company, LLC ("Navvis") (collectively, referred to herein as the "Parties"), which is attached as **Exhibit 1** to the *Declaration in Support of Preliminary Approval* submitted with *Plaintiff's Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement* (the "Settlement Agreement").¹

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

**EXHIBIT
D**

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All persons residing in the United States whose Private Information was compromised during the Incident. The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Missouri Court Rule of Civil Procedure 52.08, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 52.08(a) and 52.08(b). Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the

interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

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

The Court finds that Class Representatives will likely satisfy the requirements of Rule 52.08(a) and should be appointed as the Class Representatives. Additionally, the Court finds that John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC satisfies the requirements of Rule 52.08(a) and should be appointed as Settlement Class Counsel pursuant to Rule 52.08(a).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in

the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Mo. Stat. § 478.070 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to MO Stat. § 508.010.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on [REDACTED], 2025, at 10 North Tucker Boulevard, St. Louis, Missouri 63101, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Missouri Court Rule of Civil Procedure 52.08; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Missouri Court Rule of Civil Procedure 52.08; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Missouri Court Rule of Civil

Procedure 74.16; and (f) whether a Service Award should be awarded to the named Class Representatives.

6. **Settlement Administrator.** The Court appoints EAG Gulf Coast LLC Legal Administration Services, as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the notices attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the

Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Missouri Court Rule of Civil Procedure 52.08; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Missouri Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the notice. The written notice must (a) state a full name, address, and telephone number; (b) contain the Settlement Class Member's signature; and (c) state the Settlement Class Member's intent to be excluded from the Settlement Class and Settlement. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Navvis's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice, and to file their objection with this Court. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and (i) the objector's full name and address; (ii) the case name and docket number—*John Doe*

et al. v. SSM Health Care Corporation d/b/a SSM Health et al., Case No. 2422-CC00208-01; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing and a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (vi) a list of any other objections submitted by the Settlement Class Member and their counsel (if he or she is represented by counsel) to any class actions submitted in any court, whether state, federal, or otherwise, in the previous three (3) years; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Date.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear

separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Missouri Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Navvis's counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the notices and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will

in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (a) the Parties and Defendant SSM Healthcare Corporation d/b/a SSM Health (“SSM”) shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel; (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties or SSM and shall not be used in the Litigation or in any other proceeding for any purpose, and (c) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

and shall not be construed or used as an admission, concession, or declaration by or against Navvis or SSM of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party or SSM of any defense or claims they may have in this Litigation or in any other lawsuit. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration with respect to whether a class should be certified.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides Settlement Class List to the Settlement Administrator	+7 days after Preliminary Approval
Defendant will cause to be deposited \$5,500,000 into the Settlement Administration Fund (Tranche I)	+30 days after Preliminary Approval
Settlement Website Active	+30 days after Preliminary Approval
Notice Commencement Date	+30 days after Preliminary Approval, to be substantially completed no later than 45 days after Preliminary Approval
Defendant will cause to be deposited \$500,000 into the Settlement Administration Fund (Tranche II)	+730 days after Preliminary Approval
Defendant will cause to be deposited \$500,000 into the Settlement Administration Fund, if necessary (Tranche III)	+1,095 days after Preliminary Approval
<u>From Notice Date</u>	
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+45 days after Notice Commencement Date
Objection Date	+60 days after Notice Commencement Date
Opt-Out Date	+60 days after Notice Commencement Date
Opt-Out List; Objection List	+7 days after Opt-Out Date and Objection Date
Claims Deadline	+90 days after Notice Commencement Date
<u>Final Approval Hearing</u>	No less than + 120 days after Preliminary Approval Order
Motion for Final Approval	-14 days before Final Approval Hearing

Settlement Administrator Provide to Court Notice of Opt-Outs and/or Objections	-14 days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	+30 days, assuming no appeals or objections (<i>see</i> ¶ 1.8 for definition)
Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel	+10 days after Effective Date
Settlement Administrator disburses monetary benefit to Settlement Class Members	+ 21 days after Effective Date
Settlement Administrator provides CMIS instructions to Settlement Class Members	+30 days after Effective Date
Settlement Administrator mail Settlement Payments	+90 days after Effective Date
Settlement Website Deactivation	+90 days after Effective Date

SO ORDERED THIS _____ DAY OF _____, 2025.

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

JOHN DOE, et al.

Case No. 2422-CC00208-01

v.

**SSM HEALTH CARE CORPORATION
d/b/a SSM HEALTH et al.**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On **[INSERT DATE]**, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between (a) Plaintiffs John and Jane Doe (“Plaintiffs”), and Donna Allen, Keeley Bogart, Melanie Burns, Detrick Clark, Richard Lilly, Julie Montiel, Jeff Ruderman, Julie Schaus, Dorothy Winston, Duane Zellmer (together with Plaintiffs, “Class Representatives”), on behalf of themselves and the Settlement Class; and (b) Defendant Navvis & Company, LLC (“Navvis”) (collectively, the “Parties”) as memorialized in Exhibit A to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

On **[INSERT DATE]**, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

On **[INSERT DATE]**, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

**EXHIBIT
E**

entered dismissing all claims with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Program was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of Attorneys' Fees and Expenses.

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

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties, Defendant SSM Healthcare Corporation d/b/a SSM Health ("SSM"), and the Settlement Class Members.

2. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court

finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. No objections or opt-out requests were filed by Settlement Class Members. The Court finds that the absence of objections and opt-out requests supports final approval of the Settlement.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

CLASS CERTIFICATION

9. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons residing in the United States whose Private Information was compromised during the Incident. The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their staff and family; and (iv) any other Person found by a court of competent

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

10. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Missouri Court Rule of Civil Procedure 52.08(a) and (b), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that Plaintiffs' claims are typical of absent Settlement Class Members; that Plaintiffs will fairly and adequately protect the interests of the Settlement Class as they has no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

11. The Court grants final approval to the appointment of John, Jane Doe, Donna Allen, Keeley Bogart, Melanie Burns, Detrick Clark, Richard Lilly, Julie Montiel, Jeff Ruderman, Julie Schaus, Dorothy Winston, Duane Zellmer as the Class Representatives. The Court concludes that Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment of John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

13. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude

themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the requirements of the Missouri Rules of Civil Procedure, the Missouri and United States Constitution, and all other applicable laws.

AWARD OF ATTORNEYS' FEES, COSTS, AND EXPENSES

14. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expenses.

15. The Court awards Class Counsel \$_____ as an award of attorneys' fees, costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid by Navvis, separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Claims Administration. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

16. Navvis shall pay the attorneys' fees, costs, and expenses to the Settlement Administrator, and the Settlement Administrator shall then distribute such funds within seven (7) days of its receipt thereof.

17. The Court orders payment of Settlement Administration costs and expenses to EAG Gulf Coast LLC Legal Administration Services for performance of its settlement notice and claims administration services.

OTHER PROVISIONS

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

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

20. Upon the Effective Date, each Participating Settlement Class Member, including Class Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Participating Settlement Class Member, including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims are asserted.

21. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Navvis or SSM (collectively, “Defendants”) as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by the Class Representative or any Settlement Class member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendants; ***provided, however***, that nothing in the foregoing, the Settlement Agreement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement Agreement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

22. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against the Class Representatives or any Settlement Class member that any of their claims are without merit, or that any defense asserted by Defendants have any merit, or that damages recoverable in the Action would not have exceeded the total value of the Settlement.

23. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class member or any other person subject to the provisions of this Final Approval Order and Judgment.

24. The Court hereby dismisses with prejudice the Action and Plaintiffs' Class Action Petition and all claims therein on the merits and with prejudice, without fees or costs to any party except as provided in this Final Approval Order and Judgment.

25. Consistent with Paragraphs 9.2 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties and SSM shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties and SSM shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' or SSM's respective positions on the issue of class certification or any other issue).

26. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties and SSM with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Order and Judgment.

ENTERED:

DATED: _____, 2025

By: _____