

UNIFORM COVER PAGE

[To be used when required by Administrative Order No. 2 (g)*]

COURT: CIRCUIT COURT OF FAULKNER COUNTY

Docket/Case Number: 23CV-20-771

CASE NAME:

PLAINTIFF/
PETITIONER: DANIELLE MARSHALL

DEFENDANT/
RESPONDENT: CONWAY REGIONAL MEDICAL CENTER, INC.

TITLE OF PLEADING OR
DOCUMENT BEING FILED

(If a multi-part file,
the designation “part _ of _”
(example, part 1 of 2)):

EXHIBIT 1 OF 2

*Administrative Order No 2.

(g) *File Mark.* (1) There shall be a two inch (2") top margin on the first page of each document submitted for filing to accommodate the court’s file mark. If the pleading or document must be filed in multi-parts because of size or for other reasons, the first page of each part must include the file name and file mark and shall clearly indicate the part number and number of parts (example, part 1 of 2).

(2) If a document is such that the first page cannot be drafted to provide sufficient space to satisfy the file-mark requirement, the document must include the uniform cover page developed by the Administrative Office of the Courts and found under Forms and Publications at www.arcourts.gov.

Exhibit 1

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
FIRST DIVISION

DANIELLE MARSHALL, on behalf of Herself
and all others similarly situated

PLAINTIFF

VS.

CASE NO. 23CV-20-771

CONWAY REGIONAL MEDICAL CENTER, INC.
d/b/a CONWAY REGIONAL HEALTH SYSTEM

DEFENDANT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Plaintiff Danielle Marshall, and on behalf of herself and all others similarly situated, and (2) Defendant Conway Regional Medical Center, Inc. d/b/a/ Conway Regional Health System (“Conway”) (all parties collectively referred to as the “Parties”).

RECITALS

WHEREAS, on July 15, 2020, Plaintiff filed a putative class action in the Circuit Court of Faulkner County, Arkansas, Case No. 23CV-20-771 (the “Lawsuit”), alleging that Conway failed to adequately safeguard its patients’ electronically stored personally identifiable information and protected health information in connection with a cybersecurity incident that Conway experienced on or about June 26, 2019. Plaintiff and the putative class sought monetary and equitable relief;

WHEREAS, in the Lawsuit Plaintiff asserted claims against Conway for (i) negligence and negligence per se, (ii) invasion of privacy; (iii) breach of contract including the covenant of good faith and fair dealing, (iv) trespass to chattels; (v) bailment; (vi) violation of the Arkansas Deceptive Trade Practices Act; (vii) unjust enrichment; and (viii) conversion;

WHEREAS, Conway answered the complaint, raised affirmative defenses, and denied liability to Plaintiff and the putative class;

WHEREAS, on August 14, 2020, Conway removed the Lawsuit to federal court, and the federal court remanded the Lawsuit back to state court on September 28, 2020;

WHEREAS, discovery commenced and Plaintiff served and Conway responded to written discovery;

WHEREAS, the Parties agreed to mediate the Lawsuit;

WHEREAS, on October 26, 2021, the Parties mediated the Lawsuit with mediator (Ret.) Judge Morton Denlow of JAMS, and reached agreement on the terms of a potential settlement, desiring to resolve the Lawsuit rather than continue litigating;

WHEREAS, Plaintiff and her counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm's-length settlement negotiations with Conway, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (defined in Paragraph 1);

WHEREAS, Conway indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but and after prolonged and serious arm's-length settlement negotiations with Plaintiff's counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

WHEREAS, the Parties and their respective counsel have engaged in arm's length settlement negotiations and mutually desire to fully, finally, and forever settle the Lawsuit on behalf of the Settlement Class and for the Released Claims (defined in Paragraph 9) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final

approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Plaintiff and her counsel (hereinafter “Class Counsel”) have agreed to settle the Lawsuit after considering such factors as (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiff and the Settlement Class now rather than later (or not at all);

WHEREAS, Plaintiff and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit; and

WHEREAS, Conway and its counsel have made similar determinations, and, while denying wrongdoing, Conway enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the concomitant disruption of its business operations.

CERTIFICATION OF SETTLEMENT CLASS

1. **The Settlement Class**: The Settlement Class is defined as follows:

All persons whose personally identifiable information or protected health information was potentially compromised in a cybersecurity incident that Conway experienced on or about June 26, 2019 (the “Incident”).

For purposes of defining the Settlement Class, “personally identifiable information or protected health information” includes information potentially revealing a person’s prescribed medication, medical procedure, medical diagnosis, Medicare ID number, Social Security number, and/or insurance information. Excluded from the Settlement Class are: (i) Conway’s officers, directors, and employees; (ii) any entity in which Conway has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Conway, and (iv) all

persons who make a timely election to be excluded from the Class. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

2. **Certification of Settlement Class**: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only as part of the Motion for Preliminary Approval of the Settlement. Conway agrees not to object to this request on the terms set forth herein without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 15) does not occur.

RELIEF TO THE SETTLEMENT CLASS

3. **Relief to the Settlement Class**: If the proposed settlement receives final approval, Conway will provide benefits to members of the Settlement Class (“Class Members”) as follows:

(a) Claims-made Settlement. Class Members may submit claims with a \$850 cap for any individual Class Member’s recovery, and an overall \$295,000 cap on all claims payments for all Class Members cumulatively, with a pro rata reduction for each Class Member’s recovery under Paragraph 3(a)(ii)-(iii) if the \$295,000 cap is exceeded. If the \$295,000 cap is not implicated, Conway’s payment obligation will equal the total cumulative claims payments. Class Members may submit a claim for the relief offered in Paragraph 3(a)(i), (ii), and/or (iii) within the time period set forth in Paragraph 11 as set forth below:

i. Credit Monitoring. Class Members may submit a claim to choose two years of credit monitoring with one credit bureau and identity restoration services, which shall include \$1,000,000 in identity theft insurance, provided by a credit monitoring vendor chosen by Conway. Class Counsel and Conway will both obtain bids for a credit monitoring vendor, from

which Conway will choose the vendor. Conway will pay all amounts required to obtain the agreed credit monitoring benefit for all Class Members who submit a valid claim for credit monitoring.

ii. In addition to credit monitoring under the preceding paragraph, Class Members may submit a claim, up to a total of \$850 per Class Member, for reimbursement of unreimbursed documented out-of-pocket expenses, which must be established with adequate supporting documentation to establish: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Incident; and (3) the Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Such losses may include the following: (1) costs and expenses spent addressing identity theft or fraud, including long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, and gasoline for travel; (2) losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees); (3) preventative costs including placing security freezes on credit reports, or requesting copies of credit reports for review; (4) late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, or card cancellation or replacement fees; or (5) other relevant documented losses that were not reimbursed.

iii. Class Members may also submit a claim if, under penalty of perjury, the Class Member affirms spending a minimum of at least one full hour, and up to a maximum of two full hours, exclusively dealing with the Incident. Class Members are eligible to receive \$20 per hour for this relief. Thus, Class Members who spent at least one full hour are eligible for \$20, and Class Members who spent at least two full hours are eligible for \$40, which is the maximum amount recoverable under this Paragraph 3(a)(iii) for each Class Member. Class Members must

either demonstrate documented economic losses related to the Incident or receive reimbursement for their claim for unreimbursed documented out-of-pocket expenses as set forth in Paragraph 3(a)(ii) to be eligible to receive any compensation under this Paragraph 3(a)(iii). The amounts paid to each Class Member pursuant to this Paragraph 3(a)(iii) count towards the \$850 cap for any individual Class Member's recovery, and the overall \$295,000 cap on all claims payments for all Class Members cumulatively, as set forth in Paragraph 3(a).

(b) Claims Payments. Payments will be mailed to Class Members within 60 days following the Effective Date, upon submission of a valid claim form and after the Claims Administrator's confirmation through the review of Conway's records that the Class Member is entitled to relief and the Class Member's submission of sufficient documentation demonstrating an entitlement to relief under the settlement.

(c) Checks. Checks shall be valid for 90 days from the date of issue. If a check is returned as undeliverable, Conway or the Claims Administrator will re-mail the check if a forwarding address is provided. If a new address is not provided, the Claims Administrator shall perform a skip trace to attempt to locate a new address and re-mail the check. If no new address is obtained from the skip trace, or if the check is re-mailed and returned, the check will be canceled and Conway and the Claims Administrator will have no further obligation to attempt to make a payment to that Class Member.

4. Attorneys' Fees, Costs, and Service Award:

(a) Attorneys' Fees and Costs. Conway agrees not to object to Plaintiff's request for attorneys' fees to Class Counsel in an amount not to exceed a total of \$230,000, inclusive of all costs ("Class Counsel Payment"). Class Counsel and Plaintiff agree not to seek or accept a Class Counsel Payment greater than \$230,000. Class Counsel will petition for approval

of the Class Counsel Payment at least 14 days before the deadline for Class Members to exclude themselves or object, or any similar deadline set by the Court. Conway will pay the amount approved by the Court that does not exceed \$230,000.

The Court-approved Class Counsel Payment will not affect any benefits provided to Class Members. Conway's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of these funds into the fund addressed in Paragraph 5. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. Conway will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the payment. Class Counsel will bear all liability, and Conway will bear no liability (beyond the Court-approved Class Counsel Payment itself) in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, Class Counsel will be responsible for all fees, costs, and expenses incurred by Plaintiff or Class Counsel in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

(b) Service Award. Conway agrees not to object to Plaintiff's request for a service award in an amount not to exceed \$1,500 for Plaintiff for her time and effort on behalf of the Settlement Class. Class Counsel and Plaintiff agree not to seek or accept a service award greater than \$1,500. Class Counsel will petition for approval of the service award at least 14 days before the deadline for Class Members to exclude themselves or object, or any similar deadline set by the Court. Conway will pay the amount approved by the Court that does not exceed \$1,500 for

Plaintiff. The Court-approved service award will not affect any benefits provided to Class Members, including Plaintiff. Conway's obligations with respect to the Court-approved service award shall be fully satisfied upon receipt of these funds into the fund addressed by Paragraph 5. Plaintiff will bear all liability, and Conway will bear no liability, for any tax obligations or payments associated with the Court-approved service award. No interest will accrue with respect to the Court-approved service award.

5. Claims, Attorneys' Fees, Service Award and Claims Administration Costs:

Within 7 days of the Effective Date, the Claims Administrator shall advise Conway of the total amount due and owing to Class Members for valid claims under Paragraphs 3(a)(ii) and (iii) and as to valid credit monitoring claims under Paragraph 3(a)(i). Within 21 days of such notice, Conway shall pay or cause to be paid that amount, not to exceed \$295,000, into an account established by the Claims Administrator, so long as the necessary documentation is provided to Conway by Class Counsel or the Claims Administrator for the account. The funds in the account shall be utilized by the Claims Administrator for credit monitoring claims in Paragraph 3(a)(i), the payments addressed in Paragraphs 3(a)(ii) and (iii), and the payments addressed in Paragraph 4. In addition, Conway shall pay to the Claims Administrator all costs of notice and administration. If any funds remain in the account after all payments are made as addressed in the Settlement Agreement, the Claims Administrator shall cause all remaining funds to be returned to the entity paying on behalf of Conway.

6. New Practices: Conway has implemented improvements to improve its cybersecurity since the Incident and shall continue in its efforts to improve its cybersecurity. These efforts included privacy and phishing training with a third party vendor; training on what types of data constitute electronic personal health information; maintenance of secure mailboxes; HIPAA

minimum necessary training; helpdesk training with a third party vendor on investigation and response procedures for phishing emails and unusual activities that may indicate unauthorized or inappropriate access; requiring remote users to utilize multifactor authentication technology for system access; deployment of a secure password storage platform; managed detection and response security system implementation to retain and protect critical logs and to detect and contain threats to the organization; and office application upgrades to obtain enhanced security controls and protection and improve visibility, logging, and security controls.

CLAIMS ADMINISTRATION

7. Claims Administration:

(a) After Class Counsel and Conway both obtain bids, Conway will choose a third-party settlement claims administrator (“Claims Administrator”) to provide notice of the settlement to Class Members and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including (i) providing short form mailed Notice of Proposed Settlement to Class Members; (ii) create and host a website, publicly accessible for at least three months after the Effective Date, dedicated to providing information related to this Lawsuit, including access to relevant publicly available court documents relating to this Lawsuit, the settlement and the Settlement Agreement, including the Notice of Proposed Settlement in both short form and long form (attached as Exhibit A), and provide Class Members with the ability to submit claims and supporting documentation for compensatory relief and enroll in credit monitoring with the credit monitoring vendor chosen by Conway; (iii) maintaining an address or P.O. Box and a toll-free telephone number by which Class Members can seek recorded additional information regarding the Settlement Agreement; (iv) processing claims and supporting documentation submissions and credit monitoring enrollment requests, and the

provision of approved payments to Class Members; (vi) processing requests for exclusion from Class Members; and (vii) any other provision of the Settlement Agreement that relates to the settlement and claims administration.

(b) Review and Assistance. Conway and Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Class Member.

(c) Cost of Claims Administration. Conway will be responsible for the cost of claims administration, including the payment of the Claims Administrator and notice to Class Members. The cost of claims administration will not affect any benefit provided to Class Members, including Plaintiff. Except for the Court-approved Class Counsel Payment and Court-approved service award, and costs of claims administration, Conway will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiff or Class Counsel with respect to the negotiation, implementation, or administration of the settlement, or any costs incurred by any Class Member in connection with participating in, opting out of, or objecting to the settlement.

(d) Contact with Class Members. Class Counsel consent to Conway communicating with any Class Member, including in connection with the subject matter of the Settlement Agreement, provided such communication is not to discourage participation in the settlement or claims process.

8. No Other Financial Obligations on Conway: Conway will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

RELEASE

9. **Release and Indemnification:** Upon the Effective Date, Plaintiff and every Class Member (except those who timely opt out), in consideration of the relief set forth in the Settlement Agreement, fully and finally release Conway, its parents, subsidiaries, and affiliates, and all of their present and former officers, directors, employees, members, agents, attorneys, representatives, affiliates, predecessors, successors, assigns, insurers, reinsurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the Incident, and (b) all other claims that were asserted, or that could have been asserted, in the Lawsuit. The claims released in this paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

Plaintiff and Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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.

Plaintiff and Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement, and agree that this is an essential term of the Settlement Agreement. Plaintiff and Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those that they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiff and Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties. If Plaintiff or any Class Member (except those who

timely opt out), or someone acting on their behalf, violate this Paragraph 9 and assert a Released Claim against a Released Party, he or she agrees to indemnify the Released Party against all costs and expenses, including attorneys' fees, that the Released Party incurs to seek enforcement of this Paragraph 9.

Conway agrees to fully and finally release Plaintiff and Class Members (except those who timely opt out) and their attorneys, from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the Incident, and (b) the filing and prosecution of the Lawsuit.

SETTLEMENT APPROVAL PROCESS

10. **Preliminary Approval Order:** Plaintiff will petition the Court for a preliminary order approving the Settlement Agreement (the "Preliminary Approval Order") within 30 days after the Settlement Agreement has been fully signed by the Parties. A copy of the proposed Preliminary Approval Order is attached as Exhibit B.

11. **Class Notice:** Within 30 days following entry of the Preliminary Approval Order (the "Notice Date"), the Claims Administrator will send the short form Notice of Proposed Settlement to Class Members by U.S. mail, which notice will advise that Class Members have 90 days from the Notice Date to submit a claim for compensation, credit monitoring enrollment, or both. Before mailing the notice, the Claims Administrator will update the Class Member's address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. If no forwarding address is provided, the Claims Administrator shall perform

a skip trace to determine if a new address is available and shall re-mail one additional time to the new address.

12. Right of Exclusion: Class Members who submit a timely written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and must state the name, address, and phone number of the person seeking exclusion. Each request must also contain a signed statement to the following effect: “I request to be excluded from the Settlement Class in the Marshall v. Conway Regional Medical Center, Inc. d/b/a/ Conway Regional Health System lawsuit.” The request must be mailed to the Claims Administrator at the address provided in the Notice of Proposed Settlement no later than 30 days after the Notice Date, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Notice of Proposed Settlement, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Class Member. A Class Member who cashes a check from Conway or submits a valid claim form is not eligible for exclusion, and any request for exclusion will be invalid. Class Counsel will file a list of Class Members requesting exclusion with the Court. If five percent or more of the Class Members request exclusion, Conway will have the right, at its sole discretion, to terminate the Settlement Agreement and render the settlement void and of no effect, notwithstanding the preliminary approval of the settlement.

13. Right to Object: Any Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any relevant evidence or argument. No Class Member will be heard and no papers submitted by any Class Member will be considered unless, no later than 30 days after the Notice Date, or any other date set by the Court, the Class Member files with the Court and mails to Class Counsel and

Conway's counsel written objections that include: (1) the title of the case; (2) the Class Member's name, address, and telephone number; (3) the approximate date when the Class Member was a patient at Conway; (4) all legal and factual bases for any objection; and (5) copies of any documents that the Class Member wants the Court to consider. Should the Class Member wish to appear at the final approval hearing, the Class Member must so state, and must identify any documents or witnesses the Class Member intends to call on his or her behalf. In addition, any Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel on behalf of the objector, to any class action settlement in the United States in the previous five years. Any Class Member who fails to object in this manner will be deemed to have waived any objections.

14. Final Judgment Order: At the final approval hearing, the Parties will ask the Court to enter final judgment (the "Final Judgment and Order"). A copy of the proposed Final Judgment and Order is attached as Exhibit C.

15. Finality of Judgment: The Final Judgment and Order will be deemed final, and the Effective Date will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

MISCELLANEOUS PROVISIONS

16. Integration and Drafting: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties.

17. **Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

18. **Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

19. **Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

20. **Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

21. **No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including but not limited to any alleged wrongdoing on the part of Conway or the appropriateness of certification of any class.

22. **Tax Consequences:** Conway gives no opinion as to the tax consequences of the settlement to Plaintiff, Class Members or anyone else. Each Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the

Class Member or other person. Conway will act as it determines is required by the Internal Revenue Code in reporting any settlement benefit provided pursuant to the Settlement Agreement.

23. Cooperation in Effecting Settlement: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

24. Publicity: The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. Notwithstanding the foregoing, the Parties may respond to inquiries from Class Members regarding the substance of the settlement, provided however that such responses shall in no way be disparaging to a Party. Conway may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

25. Authority to Execute Agreement: Each person executing the Settlement Agreement represents that he or she is authorized to execute it.


PLAINTIFF DANIELLE MARSHALL



Danielle Marshall

Date: 03/24/2022

PLAINTIFF'S COUNSEL


J. Gerard Stranch, IV
Date 03/28/2022

**DEFENDANT CONWAY REGIONAL MEDICAL CENTER, INC.
d/b/a CONWAY REGIONAL HEALTH SYSTEM**

By:
Date:

DEFENDANT'S COUNSEL

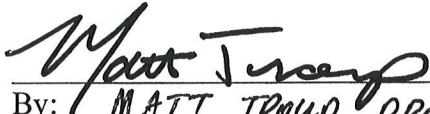
William A. Waddell, Jr.
Date:

PLAINTIFF'S COUNSEL

J. Gerard Stranch, IV

Date

**DEFENDANT CONWAY REGIONAL MEDICAL CENTER, INC.
d/b/a CONWAY REGIONAL HEALTH SYSTEM**



By: MATT TROUP, PRESIDENT & CEO

Date: 3/17/2022

DEFENDANT'S COUNSEL



William A. Waddell, Jr.

Date: March 17, 2022

EXHIBIT A

Summary Notice

Marshall v. Conway Reg. Med. Ctr., Inc., 23CV-20-771 (Faulkner Cnty. Cir. Ct. 1st Div.)

You may be entitled to receive benefits under this class action settlement.

*A state court authorized this Notice. It is **not** a solicitation from a lawyer.*

A proposed settlement has been reached in a lawsuit entitled *Marshall v. Conway Regional Medical Center, Inc.*, 23CV-20-771, pending in the Faulkner County Arkansas Circuit Court. The lawsuit alleges that on or about June 26, 2019, Conway Regional Medical Center, Inc. (“Conway”) was the victim of a cyberattack resulting in the accessibility of personal information and protected health information, including names, addresses, Social Security numbers, health insurance information and limited medical information (the “Data Incident”). Conway maintains that it has meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that Conway has violated any laws, but rather the resolution of disputed claims. Conway encourages all persons who qualify as members of the Settlement Class to participate in the Settlement.

Who Is Included? Conway’s records indicate you are included in the settlement as a Settlement Class Member because your information may have been involved in the Data Incident.

What Benefits are Included in the Settlement?

- All Settlement Class Members shall have the option to sign-up for the IDX Identity Protection Services Settlement Offering of an additional two-year period of credit monitoring coverage, reimbursement insurance and identity restoration services.
- Any Settlement Class Member may submit one or more Claims for reimbursement for documented Economic Losses related to the Data Incident that have not been reimbursed by any credit monitoring offered by Conway, the IDX Identity Protection Services Settlement Offering or other third parties, up to an aggregate total of \$850.00 per Settlement Class Member for documented economic losses and \$40.00 per Class Member with documented economic losses (towards the \$850.00 aggregate total) for lost time, and \$295,000.00 for all Settlement Class Members, provided, however, that no Settlement Class Member may submit a Reimbursement Form unless the Settlement Class Member has first elected to receive and enrolled in the IDX Identity Protection Services Settlement Offering, submitted a Reimbursement Claim with IDX, IDX has denied the claim, and the Settlement Class Member has exhausted IDX’s claims process.

How Do I Receive Settlement Benefits? To receive the IDX Identity Protection Services Settlement Offering, Settlement Class Members must submit an Election Form to the Settlement Administrator by **DATE**. To file a claim for reimbursement of Economic Losses, Settlement Class Members must first elect to receive and enroll in the IDX Identity Protection Services Settlement Offering, submit a Reimbursement Claim to IDX, receive a denial of your Reimbursement Claim from IDX, exhaust IDX’s claim process, and submit a Reimbursement Form to the Settlement

Administrator by **DATE**. Both forms are available at www.conwaydatasettlement.com, by calling **1-PHONE NUMBER**, or by writing to the Settlement Administrator at **ADDRESS**. Both forms may be submitted through the Settlement Website or by mail to the Settlement Administrator.

What Are My Options? You can do nothing, submit an Election Form or a Reimbursement Form, or exclude yourself from the settlement. If you do nothing or submit an Election or Reimbursement Form, your rights will be affected. You will not be able to sue Conway in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you will not receive the listed settlement benefits-but you will keep your right to sue Conway in a separate lawsuit on the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. If you do not exclude yourself, you can object to the settlement, Class Counsel's request for fees and expenses, or the Settlement Class Representatives' requests for service awards. ***All Requests for Exclusion and Objections must be postmarked or filed in person by [exclusion/objection deadline].***

The Final Approval Hearing. The Court will hold a Final Approval Hearing at [**TIME**, on **DATE**], at the Faulkner County Circuit Court, 510 S. German Lane, Conway, AR 72034, or by remote videoconference. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and a service award to the Settlement Class Representatives that filed this lawsuit. If there are objections, the Court will consider them.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at www.conwaydatasettlement.com.

FAULKNER COUNTY ARKANSAS CIRCUIT COURT

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Marshall v. Conway Regional Medical Center, Inc.*, 23CV-20-771 (Faulkner Cnty. Cir. Ct. 1st Div.), pending in the Faulkner County Arkansas Circuit Court (“Lawsuit”). For the precise terms and conditions of the settlement, please see the settlement agreement available at www.conwaydatasettlement.com, by contacting the Settlement Administrator at [REDACTED], by accessing the Court docket in this case through the Court’s system at https://caseinfo.arcourts.gov/cconnect/PROD/public/ck_public_qry_main.cp_main_idx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights - please read it carefully.

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

1. The lawsuit alleges that on or about June 26, 2019, Conway Regional Medical Center, Inc. (“Conway”) was the victim of a cyberattack resulting in the accessibility of personal information and protected health information, including names, addresses, Social Security numbers, health insurance information and limited medical information (the “Data Incident”). Conway maintains that it has meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that Conway has violated any laws, but rather the resolution of disputed claims.

2. If your information was potentially compromised in the Data Incident, you are a Settlement Class Member.

3. The Settlement provides that Settlement Class Members are eligible for the IDX Identity Protection Services Settlement Offering by submitting the Election Form by the **Election Deadline** and following the additional enrollment instructions to activate the plan as instructed.

4. The Settlement also provides that Settlement Class Members who elected to receive and enrolled in the IDX Identity Protection Services Settlement Offering may also seek reimbursement of up to \$850 for documented Economic Losses Settlement Class Members suffered as a result of the Data Incident that have not been reimbursed by IDX or another third party. To be eligible for reimbursement, you must submit sufficient evidence of your economic loss and satisfy additional requirements. The deadline to submit a claim is **Claims Deadline**.

5. The Settlement also provides that Settlement Class Members may seek reimbursement for Lost Time related to the Data Incident. To be eligible for reimbursement, you must submit a claim showing the Lost Time is fairly traceable to the Data Incident. The deadline to submit a claim is **Claims Deadline**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT AN ELECTION FORM DEADLINE: [DATE]	This is the only way for Settlement Class Members to enroll in the IDX Identity Protection Services Settlement Offering paid for by Conway. If you submit an Election Form, you will give up the right to sue Conway in a separate lawsuit about the claims this Settlement resolves.
REIMBURSEMENT FORMS DEADLINE: [DATE] SUBMIT ONE OR MORE	This is the only way for Settlement Class Members to request reimbursement of economic losses or lost time related to the Data Incident. You must elect to receive and enroll in the IDX Identity Protection Services Settlement Offering offered through this settlement to be eligible for reimbursement. If you submit a Reimbursement Form, you will give up the right to sue Conway in a separate lawsuit about the claims this settlement resolves.
DO NOTHING	Unless you exclude yourself, you are automatically part of this Settlement. If you are a Settlement Class Member and do not submit an Election Form or a Reimbursement Form, you will not receive anything from the settlement, and you will still give up the right to sue, continue to sue, or be part of another lawsuit against Conway about the legal claims resolved by this Settlement.
EXCLUDE YOURSELF DEADLINE: [30 DAYS FOLLOWING NOTICE]	You will not receive benefits from the Settlement, but you will not be bound by the terms of the Settlement, if approved by the Court.
OBJECT: DEADLINE: [30 DAYS FOLLOWING NOTICE]	If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Class Counsel's request for fees, or the Class Representatives' requests for Service Awards, respectively.
GO TO A HEARING ON [DATE]	You may object to the Settlement and ask the Court for permission to speak at the Fairness Hearing about your objection.

6. These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

7. The Court still must decide whether to approve the Settlement. No benefits will be provided, or payments made until after the Court grants final approval of the Settlement and all

appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT www.conwaydatasettlement.com

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BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and Expenses and the Class Representative's request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Susan K. Weaver of the Faulkner County Arkansas Circuit Court is overseeing this action, which is known as *Marshall v. Conway Reg. Med. Ctr., Inc.*, 23CV-20-771. The person that filed the lawsuit is called the "Plaintiff." Conway is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that on or about June 26, 2019, Conway Regional Medical Center, Inc. was the victim of a cyberattack resulting in the disclosure of personal information and protected health information, including names, addresses, Social Security numbers, health insurance information and limited medical information.

Plaintiff claims that Conway did not adequately protect personal information, and that as a result of the Data Incident people were harmed. Conway denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiff (the class representative here), together with the people she represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representative is Danielle Marshall.

Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Conway. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representative and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

How do I know if I am part of the Settlement?

You are included in the Settlement Class if you are a member of the following:

All persons who:

1. entrusted personally identifiable information or protected health information to Conway;
2. had that information potentially compromised in the Data Incident; and
3. are not affiliates, legal representatives, attorneys, heirs, assigns, officers, directors, or employees of Defendant or any entity in which Defendant has a controlling interest.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class or have any other questions about the Settlement, call the toll-free number, 1-800-PHONENUMBER. You also may write with questions to: **INSERT SETTLEMENT ADMINISTRATOR INFO AND ADDRESS** or go to www.conwaydatasettlement.com.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

Conway will provide Settlement Class Members the following benefits under the Settlement: (1) coverage under IDX Identity Protection Services credit monitoring and identity restoration services for an additional period of two years; and (2) reimbursement of documented, unreimbursed Economic Losses up to \$850.00, and \$40.00 for lost time per Settlement Class Member, which are: (a) related to the Data Incident; (b) not otherwise reimbursable by IDX or another third party; (c) supported by required documentation; and (d) meet all requirements set forth in the Reimbursement Form and the Settlement Agreement.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.conwaydatasettlement.com.

Tell me more about enrollment in the IDX Identity Protection Services plan.

Settlement Class Members can enroll in the following IDX Identity Protection Services credit monitoring and identity restoration plan:

Identity Theft Protection.

Settlement Class Members shall have the option to sign-up for the two years of IDX Identity Protection Services offered by the Settlement (“Settlement Offering”).¹ If a Settlement Class Member elects to utilize the Settlement Offering, he or she can make that election by **the Election Deadline**. If a Settlement Class Member elects to receive the Settlement Offering, he or she must activate the IDX Identity Protection Services plan in accordance with the instructions provided.

Tell me more about reimbursement of economic costs.

Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit one or more Claims for reimbursement for documented Economic Losses related to the Data Incident that have not been reimbursed by IDX or other third parties, up to an aggregate total of \$850.00 per Settlement Class Member, provided, however, that no Settlement Class Member may submit a Reimbursement Form unless said Settlement Class Member has first elected to receive and enrolled in the IDX Identity Protection Services Settlement Offering, submitted a Reimbursement Claim to IDX, IDX has denied the claim, and the Settlement Class Member has exhausted IDX’s claims process. Claims may be submitted electronically or in paper format. Any Settlement Class Member whose Reimbursement Claim to IDX is rejected for failure to submit a claim within IDX’s required time period may not submit a Claim for reimbursement under this process. If a Settlement Class Member submitted a timely Reimbursement Claim to IDX and IDX denied the claim for failure to provide sufficient supporting materials, then the loss may not be claimed for reimbursement hereunder.

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Data Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant’s name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; (d) documentation showing that the claim was submitted to IDX, denied by IDX, and that the IDX claims process was exhausted; and (e) a statement signed under penalty of perjury indicating that: (i) the Economic Losses Time claimed are fairly traceable to the Data Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Data Incident.

Tell me more about reimbursement of lost time.

Reimbursement of Lost Time. Any Settlement Class Member may submit one or more Claims for reimbursement for Lost Time related to the Data Incident, up to an aggregate total of \$40.00 per Settlement Class Member (which counts towards the \$850.00 aggregate limit for Documented Economic Loss). A Settlement Class Member may submit a Claim regardless of whether the Settlement Class Member takes advantage of the IDX Identity Protection Services Settlement

¹ IDX’s credit monitoring and identity restoration services include: (i) credit monitoring, (ii) dark web monitoring, (iii) identity theft insurance with coverage up to \$1,000,000, and (iii) fully managed identity recovery.

Offering and regardless of whether the Settlement Class Member submits a claim for documented Economic Losses. A Settlement Class Member is eligible for the payment provided in this section in addition to, and on top of, any payment for documented Economic Losses. A Claim for reimbursement of Lost Time must be submitted pursuant to the Reimbursement Form. Third-party documentation of Lost Time is not required to establish a Claim, but you must provide a general description of how the time was spent and how many hours were spent.

HOW TO GET SETTLEMENT BENEFITS

How can I enroll in the Credit Monitoring Provider plan?

To receive the IDX Identity Protection Services Settlement Offering from Conway, Settlement Class Members must submit an Election Form by mail or through the Settlement Website by **DATE**. The Settlement Administrator will notify you of any deficiencies with respect to your Election Form, and you will have 21 days after such notice is sent to correct those deficiencies. The Settlement Administrator will then issue a final decision on your entitlement to the IDX Identity Protection Services plan.

An Election Form is available at www.conwaydatasettlement.com or by calling **1-800-PHONENUMBER**. Election Forms are also available by writing to the Settlement Administrator at **[SETTLEMENT ADMINISTRATOR INFORMATION AND ADDRESS]**.

How do I obtain reimbursement of economic costs related to the Data Incident?

For reimbursement of documented Economic Losses related to the Data Security Incident that have not been reimbursed, up to an aggregate total of \$850.00 in reimbursement per Settlement Class Member, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator
ADDRESS
ADDRESS

If you have questions about how to file a claim, call **1-800-PHONENUMBER** or go to www.conwaydatasettlement.com.

How do I obtain reimbursement of lost time related to the Data Incident?

For reimbursement of Lost Time related to the Data Security Incident, up to an aggregate total of \$40.00 in reimbursement per Settlement Class Member, you must complete and submit a Reimbursement Form(s) and provide a narrative of what the time was spent on. You can get the Reimbursement Form at www.conwaydatasettlement.com or by calling **1-800-PHONENUMBER**. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach any required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator

ADDRESS

ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.conwaydatasettlement.com.

When will I receive my reimbursement payment under the Settlement?

If you file a timely and valid Reimbursement Form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim, and you will have 21 days after such notice is sent to correct these deficiencies. The Settlement Administrator will then issue a final decision on your claim.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

What am I giving up as part of the Settlement?

Unless you exclude yourself, if the Settlement is approved, you cannot sue Conway or be part of any lawsuit against Conway about any of the issues in this Action. All of the decisions by the Court will bind you. The specific claims you are giving up are described in Section 9 of the Settlement Agreement. You will be releasing your claims against Conway and all related people as described in Section 9 of the Settlement Agreement.

The Settlement Agreement is available at www.conwaydatasettlement.com or by calling 1-800-PHONENUMBER. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firms of Cohen & Malad, LLP, and Branstetter, Stranch, & Jennings, PLLC and the Johnson Firm to represent you and the Settlement Class. These firms are called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel will ask the Court for Conway to pay for reasonable attorneys’ fees and expenses, along with a Class Representative service award. The Court will decide the amount of attorneys’

fees, expenses, and service awards. Any attorneys' fees and expenses approved will be paid by Conway and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Conway about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called "opting out" of the Settlement.

If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

If I do not exclude myself, can I sue later?

If you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue Conway for all of the claims that this proposed Settlement resolves.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator's designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Marshall v. Conway Regional Medical Center, Inc.*, 23CV-20-771, and must be signed by you. You can only request exclusion for yourself; you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by [REDACTED] and mailed to:

INSERT ADDRESS

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees and expenses, and/or the Settlement Class Representative's request for a service award. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. The name of the Action;
2. Your full name, mailing address, telephone number, and e-mail address;
3. A statement of the basis on which you claim to be a Settlement Class Member;
4. A written statement of all grounds for your objection, accompanied by any legal support for the objection, and any evidence you wish to introduce in support of the objection;
5. The identity of all counsel, if any, representing you, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
8. Your signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Faulkner County Circuit Clerk, PO Box 9, Conway, AR 72033, or; (b) filing the objection in person at 724 Locust Ave. Conway, AR 72034. Mailed objections must be filed or postmarked on or before the Objection Deadline, which is [Objection Deadline].

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

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [REDACTED] a.m., on [REDACTED], at the Faulkner County Arkansas Circuit Court, 510 S. German Lane, Conway, AR 72034, or by remote videoconference. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees and expenses, and the service award. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class Counsel as fees and expenses, and the service awards. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, so if you wish to attend, it is recommended that you periodically check www.conwaydatasettlement.com and the Court docket in this case through the website https://caseinfo.arcourts.gov/cconnect/PROD/public/ck_public_qry_main.cp_main_idx to confirm the date of the Final Approval Hearing.

Do I have to come to the hearing?

You do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the hearing?

Yes, you may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted above regarding how to object to the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will be legally bound by the Settlement, but you will not receive the Credit Monitoring Provider Settlement Offering, or reimbursement for Economic Losses and Lost Time related to the Data Incident. You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against Conway about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described in the sections above.

GETTING MORE INFORMATION

How do I get more information about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.conwaydatasettlement.com. You also may write with questions to the Settlement Administrator, at EMAIL ADDRESS OR REAL [ADDRESS]. You can access Reimbursement and Election Forms and review additional documents on the Settlement Website. You can also request to receive Reimbursement and Election Forms, a copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, 1-800-PHONENUMBER.

EXHIBIT B

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
FIRST DIVISION

DANIELLE MARSHALL, on behalf of Herself
and all others similarly situated

PLAINTIFF

VS.

CASE NO. 23CV-20-771

CONWAY REGIONAL MEDICAL CENTER, INC.
d/b/a CONWAY REGIONAL HEALTH SYSTEM

DEFENDANT

**[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT**

Plaintiff Danielle Marshall (“Plaintiff”), by counsel, having submitted a class action Settlement Agreement and Release (the “Settlement” or the “Settlement Agreement”) to the Court and having moved on an unopposed basis for preliminary approval of the Settlement under Arkansas Rule of Civil Procedure 23(e), and the Court, being duly advised, now finds that the motion should be, and hereby is, **GRANTED**.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over Plaintiff and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Rules 23(a) and 23(b) of the Arkansas Rules of Civil Procedure have been met, specifically:

- a. The Class Members are so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the Class based upon the claims raised in the lawsuit relating to the Incident at issue;
- c. Plaintiff's claims are typical of the claims of the Class because they are based on, and arise from the same Incident;
- d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class as Plaintiff has no interests antagonistic to the Class and Class Counsel is experienced in class action litigation and Plaintiff has participated in the litigation;
- e. Questions of law and fact common to the class members predominate over any questions affecting only individual members, namely those relating to the Incident at issue, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as it provides an efficient class-wide resolution.

4. The Court therefore **CERTIFIES** the following Class:

All persons whose personally identifiable information or protected health information was potentially compromised in a cybersecurity incident that Conway experienced on or about June 26, 2019.

5. The Court appoints Lynn Toops of Cohen & Malad LLP, J. Gerard Stranch, IV of Branstetter, Stranch & Jennings, PLLC, and Christopher D. Jennings of Johnson Firm as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between Plaintiff and the Class, on one hand, and Defendant, on the other hand, under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and

conditions of the Settlement that are triggered by such preliminary approval.

7. Defendant is directed to make the payments to create the Settlement Fund as set forth in the Settlement Agreement for the benefit of the Class.

8. The proposed notices in the form attached to the Settlement, and the manner of distribution of such Notice by direct mail, are hereby approved by this Court as the best notice practicable to the Class. The form and manner of notice proposed in the Settlement comply with Rule 23 of the Arkansas Rules of Civil Procedure and the requirements of Due Process.

9. American Legal Claim Services LLC (the “Settlement Administrator”) shall cause notice to be sent to each Class Member no later than thirty (30) days from the date of this Order. Notice shall be sent in the manner set forth in the Settlement.

10. No later than 14 days before the deadline for Class Members to exclude themselves from, or object to the Settlement contained therein (the “Bar Date to Opt Out”), Plaintiff shall file a motion for approval of the attorneys’ fees, expenses and costs, and the Class Representative’s service award.

11. Within fifty (50) days of Notice being sent, Plaintiff shall file a motion for final approval of the Settlement.

12. Pursuant to Rule 23 of the Arkansas Rules of Civil Procedure, a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____ (month) _____ (date), 2022 (the “Final Approval Hearing Date”), at the Circuit Court of Faulkner County, Arkansas (or by remote appearance if circumstances require and information relating to the hearing shall then be posted on the settlement website) for the purpose of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final

Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses and costs and the Class Representative's service award pursuant to Rule 23 of the Arkansas Rules of Civil Procedure. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

13. Class Members shall be afforded an opportunity to request exclusion from the Class. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member by name, shall include the Class Member's address, telephone number, and email address (if applicable), shall state that the Class Member wishes to exclude himself or herself from the Settlement, and shall be dated and signed by the Class Member. Class Members who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement. Class Members who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

14. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator, and also be filed with the Court, with service upon Defendant's counsel and Class Counsel. The objection must be (1) mailed to the Settlement Administrator and received by or showing a postmark date on or before the Bar Date to Object (as defined in the Settlement Agreement) and (2) filed with the Court and served upon Defendant's counsel and Class Counsel on or before the Bar Date to Object. Class Counsel shall file responsive pleadings to any objections

at least seven days prior to the Final Approval Hearing Date. The content of the objection must include the following information and must be signed and dated by the Class Member:

- a. The objector's name, address, telephone number, email address (if applicable), the approximate date when the objector was a patient of Defendant, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;
- b. A statement of the factual and legal basis for each objection; and
- c. A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number. If the objector intends to call any documents or witnesses on his or her behalf, the objector shall identify same.
- d. A list of all other objections submitted by the objector, or the objector's counsel on behalf of the objector, to any class action settlement in the United States in the previous (5) five years.

15. Any member of the Class who does not make his or her objection known in the manner provided in the Settlement and Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

16. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention, and must meet the requirements of the Arkansas Rules of Civil Procedure.

17. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before the Faulkner County Circuit Court and the State of Arkansas, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with the Arkansas Rules of Civil Procedure.

18. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties, and all Orders issued pursuant to the Settlement shall be vacated.

19. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____, 2022

Honorable Susan K. Weaver
Circuit Judge

Prepared by:

/s/ Christopher D. Jennings
Christopher D. Jennings (AR Bar 2006306)
JOHNSON FIRM
610 President Clinton Avenue, Suite 300
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EXHIBIT C

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
FIRST DIVISION

DANIELLE MARSHALL, on behalf of Herself
and all others similarly situated

PLAINTIFF

VS.

CASE NO. 23CV-20-771

CONWAY REGIONAL MEDICAL CENTER, INC.
d/b/a CONWAY REGIONAL HEALTH SYSTEM

DEFENDANT

FINAL APPROVAL ORDER

WHEREAS, Plaintiff/Class Representative Danielle Marshall, by her respective counsel, entered into the Class Action Settlement Agreement (the “Settlement Agreement” or the “Settlement”);

WHEREAS, Plaintiff and Defendant applied pursuant to Rule 23 of the Arkansas Rules of Civil Procedure for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement Agreement;

WHEREAS, this Court previously certified the Settlement Class.

WHEREAS, on [REDACTED], 2022, the Court entered an order preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, directing that appropriate notice of the Settlement be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) Class Counsel caused the Notice of class action settlement to be mailed by United States First Class Mail to all known members of the Class; and (2) the declaration of notice demonstrates compliance with the Preliminary Approval Order with respect to the mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of those persons who submitted valid requests for exclusion from the Class;

WHEREAS, on [REDACTED], 2022, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the Lawsuit, the benefits to the Class under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff and Defendant in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. For settlement purposes, the Court certifies the following Settlement Class:

All persons whose personally identifiable information or protected health information was potentially compromised in a cybersecurity incident that Conway experienced on or about June 26, 2019.

Excluded from the Class are Conway’s officers, directors, and employees; any entity in which Conway has a controlling interest, the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Conway, and all persons who made a timely election to be excluded from the Class.

Also excluded from the Settlement Class are members of the judiciary to whom the case is assigned, their families and members of their staff. For the reasons set forth in the Preliminary Approval Order and in Plaintiff's Motion for Final Approval, the Court finds that the requirements for certification under Arkansas Rules of Civil Procedure 23(a) and 23(b) are satisfied.

5. The Plaintiff and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement, and the Settlement is the product of good-faith, arm's-length negotiations.

6. The Settlement is the product of good faith, arm's-length negotiations by the Parties and their counsel, and the Class and Defendant were represented by capable and experienced counsel.

7. The form, content, and method of dissemination of the Notice given to members of the Class—individual mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 and Due Process.

8. For the reasons set forth in the Preliminary Approval Order and Plaintiff's Motion for Final Approval, the Court finds that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class, and is approved in all respects. The Court hereby directs the Plaintiff, the Class, Class Counsel, Defendant, and Defendant's counsel to effectuate the Settlement according to its terms.

9. The Settlement Agreement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the parties are authorized to implement that distribution after deductions for fees, expenses, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Fund.

11. Upon the Effective Date, the Class Representative and the Settlement Class release and forever discharge Defendant and its insurers, and including but not limited to their successors, assigns, members, current and former officers, directors, employees, attorneys and agents, from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of or in any way related to the claims asserted, or which could have been asserted, in the Lawsuit.

12. This Order is a final judgment because it disposes of all claims against all parties to the Lawsuit. The Court retains jurisdiction over the Settlement Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2022

Honorable Susan K. Weaver
Circuit Judge