

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”), dated as of February 18, 2025, is entered into between Plaintiff Paula Henderson, *et al.*, on behalf of herself/themselves and the Settlement Class, on the one hand, and Defendants Reventics, LLC, OMH Healthedge Holdings, Inc., d/b/a Omega Healthcare (collectively “Defendants”), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action (as described in paragraph 12, below), subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant Reventics, LLC is a Colorado limited-liability corporation that provides software and support to health care facilities and providers to improve clinical documentation and revenue cycle management. Reventics, LLC was acquired by Defendant Omega Healthcare on or about March 8, 2022. Defendant Omega is a Delaware corporation, headquartered in Florida, and offers comprehensive software and support to physicians.

2. In the course of operating their businesses, which involves working with healthcare facilities and providers, Defendants collect and maintain personally identifiable information and personal health information of patients.

3. On or about December 15, 2022 Defendants discovered that Private Information had been made accessible to unauthorized parties during the Data Security Incident. The affected information varied by individual but included, Class Members’ first, middle and last names, addresses, dates of birth, Social Security numbers, medical record numbers, patient account numbers, driver’s license numbers and other government IDs, healthcare providers’ names and addresses, health plan names and health plan IDs, clinical data including diagnosis information, dates of services, treatment costs, prescription medication details, numeric codes used to identify

services and procedures Class Members received from their healthcare providers, and a brief description of these codes.

4. Starting on or about February 24, 2023, Defendants sent notice letters to affected persons, informing them that their Private Information had been involved in the Data Security Incident. Several waves of notices were distributed over the next several months, ultimately seeking to inform roughly 4.2 million individuals that their Private Information may have been involved in connection with the Data Security Incident.

5. Plaintiff Paula Henderson filed a putative class action lawsuit on March 6, 2023. Multiple other lawsuits followed. On April 13, 2023, Plaintiffs filed an Unopposed Motion to Consolidate.

6. On April 24, 2023, the Court ordered the various cases consolidated into the *Henderson* lawsuit and appointed Scott Edward Cole of Cole & Van Note and Joseph Lyon of The Lyon Firm as Interim Co-Lead Counsel. Plaintiffs filed a consolidated Complaint on May 19, 2023 and an amended consolidated Complaint on July 14, 2023.

7. During the course of the litigation, Class Counsel conducted extensive research to understand the nature of Defendants' business, Defendants' corporate structure, how Defendants collected Private Information, the type of information involved and whether the information was published on the Dark Web. Class Counsel's pre-settlement work also included, but was not limited to, preparing and serving Interrogatories and Requests for Production of Documents, extensively briefing oppositions to Defendants' Motion to Stay Discovery, Motion to Dismiss and Motion to Strike and preparing documents in connection with an appeal to the Tenth Circuit.

8. On September 19, 2023, the Parties attended mediation with Hon. Morton Denlow (ret.). This mediation was unsuccessful. On November 8, 2023, the Parties attended a second

mediation with Michael A. Hanzman but, again, failed to reach a settlement. The Parties exchanged mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues for each mediation.

9. Defendants filed a Motion to Dismiss on December 15, 2023. The parties engaged in formal discovery while the Motion was pending. On September 30, 2024, the Court granted the Motion to Dismiss with prejudice. On October 29, 2024, Plaintiffs filed an appeal with the Tenth Circuit Court of Appeals (Case No. 24-1428). The appeal is currently pending subject to dismissal according to the terms of this Settlement Agreement.

10. On February 4, 2025 the Parties attended mediation for a third time with Hon. Thomas E. Scott (ret.), an experienced data breach mediator. Although the Parties did not reach a settlement at this third mediation, they subsequently agreed upon the material terms of a settlement after multiple, continued discussions among the Parties' Counsel. The Action was refiled in the the District Court of Arapahoe County, Colorado on February 24, 2025.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Action, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaim and deny any fault, liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession

of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Action, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Action lack merit; Defendants do not in any way concede that their defenses lack merit. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

II. Definitions

12. “Action” means the lawsuit entitled *Henderson, et al. v. Reventics, LLC*, Case No. 2025CV30456), filed in the District Court of Arapahoe County, Colorado, as well as the related lawsuits entitled *Henderson, et al. v. Reventics, LLC*, Case No. No.1:23-cv-586-MEH (D. Colo.) and on appeal, Case No. 24-1428 (10th Cir.), *Coleman, et al. v. Reventics, LLC*, Case No. 1:24-cv-03187-NYW-STV (D. Colo.) and *Valentine, et al. v. Reventics, LLC*, Case No. CGC-25-621920 (Cal. Sup Ct., San Francisco Cty.).

13. “Application for Attorneys’ Fees, Costs and Service Awards” means the application made with, within, or alongside the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs.

14. “Cash Payment” means compensation paid to Settlement Class Members who elected either Cash Payment A or Cash Payment B.

15. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class members, who incurred documented losses, may elect under Section V herein.

16. “Cash Payment B” means the Settlement Class Member Benefit consisting of a cash payment, that Settlement Class Members who do not seek a payment for documented losses, may elect under Section V herein.

17. “Claim” means the submission of a Claim Form by a Claimant.

18. “Claim Form” means the proof of claim, substantially in the form attached hereto as Exhibit 3, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19. “Claim Form Deadline” shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

20. “Claimant” means a Settlement Class Member who submits a Claim Form.

21. “Class Counsel” means Scott Edward Cole of Cole & Van Note and Joseph M. Lyon of the Lyon Firm, previously appointed as Interim Co-Lead Counsel.

22. “Class List” means a list of all individuals in the Settlement Class. Defendants shall prepare and provide the Class List to the Settlement Administrator for Notice using information in their records. Class List shall include the Settlement Class’s names, email address (if available), postal address, and telephone number (if available).

23. “Class Representatives” means the Plaintiffs.

24. “Complaint” means the Complaint filed in this Court entitled: *Henderson, et al. v. Reventics, LLC*, Case No. 2025CV30456 on February 24, 2025.

25. “Court” means the District Court of Arapahoe County, Colorado and the Judge(s) assigned to the Action.

26. “Data Security Incident” means the incident that was discovered by Reventics, LLC

on or around December 15, 2022 in which unauthorized third parties purportedly gained access to Settlement Class Members' Private Information from Reventics, LLC's systems.

27. "Defendants" means Defendants Reventics, LLC and OMH Healthedge Holdings, Inc., d/b/a Omega Healthcare.

28. "Defendants' Counsel" means David Ross of Wilson Elser LLP and Desirée Moore of Venable LLP.

29. "Effective Date" of this Agreement means the last date by which all of the following have occurred: (a) The Parties have executed this Agreement, (b) The Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties' proposed Final Approval Order, and (c) The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired.

30. "Email Notice" means the email notice of the Settlement, substantially in the form attached hereto as Exhibit 1, that the Settlement Administrator shall disseminate to the Settlement Class by email to those on the Class List for which Defendants possess an email address.

31. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order agreed to by the Parties, substantially in the form attached to the Motion for Final Approval.

33. "Final Approval Hearing" means the hearing held before the Court during which

the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards.

34. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be agreed to by the Parties and will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel.

35. "Motion for Final Approval" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

36. "Motion for Preliminary Approval" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

37. "Notice" means the Email Notice, Postcard Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

38. "Notice Date" means thirty (30) days after entry of the Preliminary Approval Order.

39. "Notice Program" means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

40. "Notice of Deficiency" means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

41. "Objection Period" means the period that begins on the Notice Date, and that ends no later than thirty (30) days thereafter.

42. "Opt-Out Period" means the period that begins on the Notice Date, and that ends

no later than thirty (30) days thereafter.

43. “Party” means each of the Plaintiffs and the Defendants, and “Parties” means Plaintiffs and Defendants collectively.

44. “Plaintiffs” means Paula Henderson, Shykira Scott, Daniel Jones, Carol Goldberg, Vahram Haroutunian, Brian Kearney, Hilda Lopez, Preference Robinson, Sharon Etchieson, Radhe Banks, Jonathan Trusty, Marie Netrosio, Michaele Mujica-Steiner, Roger Loeb, Kyle Denlinger, Martin Coleman, Alyssa Halaseh, Rachel Hunter, Todd Valentine and David Moynahan.

45. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as Exhibit 2, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

46. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached as an exhibit to the Motion for Preliminary Approval.

47. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

48. “Private Information” means Settlement Class Members’ information that may have been exposed in the Data Security Incident, which may include: Settlement Class Members’ first, middle and last names, addresses, dates of birth, Social Security numbers, medical record numbers, patient account numbers, driver’s license numbers and other government IDs, healthcare providers’ names and addresses, health plan names and health plan IDs, clinical data including diagnosis information, dates of services, treatment costs, prescription medication details, numeric codes used to identify services and procedures Class Members received from their healthcare providers, and a brief description of these codes.

49. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

50. “Released Claims” means the claims described in Section XIII of this Agreement.

51. “Released Parties” means Defendants, and their past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, owners, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendants’ behalf, in their capacity as such. It is expressly understood that, to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

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

assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

53. “Service Awards” shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

54. “Settlement Administrator” means CPT Group.

55. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

56. “Settlement Class” means all persons in the United States whose Private Information was potentially involved in the Data Security Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of Defendants, (b) governmental entities, (c) the Court, the Court’s immediate family, and Court staff, and (d) any individual who timely and validly opts-out of the Settlement.

57. “Settlement Class Member” means any member of the Settlement Class.

58. “Settlement Class Member Benefit” means Cash Payment A or Cash Payment B, elected by Settlement Class Members.

59. “Settlement Fund” means the non-reversionary \$8,150,000.00 cash fund that Defendants have agreed to pay under the terms of the Settlement.

60. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Email Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and

operable for six months after Final Approval.

61. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement, (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member, (c) signed by e-signature by a Settlement Class Member personally, subject to the penalty of perjury, (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline, and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

62. No later than thirty (30) days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and check issuance and mailing instructions and a W-9 form), Defendants shall deposit or cause to be deposited \$2,500,000 into the Escrow Account to allow the Settlement Administrator to pay Settlement Administration Costs. No later than three (3) business days after the Effective Date, Defendants shall deposit or cause to be deposited \$5,650,000 into the Escrow Account.

63. Under no circumstances shall Defendants be obligated to pay or cause to be paid more than Eight Million, One Hundred Fifty Thousand Dollars (\$8,150,000.00). No funds shall revert back to Defendants and/or their insurers, except in the event this Agreement is voided, cancelled, or terminated, as described in Paragraphs 110-114 of this Agreement.

64. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim, (2) any Service Awards awarded to Class Representatives, (3) any attorneys' fees and costs awarded to Class Counsel, and (4) all Settlement Administration Costs.

65. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid from the Escrow Account, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

66. Other than the payment of the Settlement Fund monies as described in this Agreement, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

IV. Certification of the Settlement Class

67. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that the Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

68. When submitting a Claim for a Cash Payment, Settlement Class Members must choose either Cash Payment A or Cash Payment B. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or, if his or her Claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails

to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected Cash Payment B (detailed below). Payments to the Documented Loss Fund Claimants will be given priority over Claimants to the Pour-Over Cash Fund (below) (i.e., the Net Settlement Fund will first be reduced by the aggregate amount of Settlement Class Members making claims to the Documented Loss Fund, with all available remaining funds in the Net Settlement Fund to be, thereafter, allocated among Settlement Class Members seeking compensation under the Pour-Over Cash Fund (below)).

b. Cash Payment B – Pour-Over Cash Fund

As an alternative to Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment of a targeted amount of \$100.00.

69. **Business Practice Changes** – Plaintiffs have received assurances that Defendants either have undertaken or will undertake reasonable steps to further secure Reventics, LLC's systems and environments. Defendants have provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Security Incident and Defendants' response thereto, and the changes and improvements that have been made or are being made to protect Settlement Class Members' Private Information.

VI. Settlement Approval

70. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Settlement Approval. The proposed Preliminary Settlement Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendants.

71. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate,

and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement, and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

72. The Parties agree that, subject to Court approval, CPT Group shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

73. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

74. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending Long Form Notices and Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means

or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendants' Counsel;

m. Pay any required taxes out of the Settlement Fund; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

75. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VIII. Notice to the Settlement Class

76. Defendants will make available to the Settlement Administrator the Class List no later than twenty (20) days after entry of the Preliminary Approval Order.

77. Within twenty-five (25) days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by electronic mail for all Settlement Class Members for whom Defendants possess valid email addresses. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known, for all Settlement Class Members. Notice (as well as the Preliminary Approval Order and all other court ordered documents) shall also be published on the Settlement Website.

78. The Notice shall include, among other information: a description of the material

terms of the Settlement, how to submit a Claim Form, the Claim Form Deadline, the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class, the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards, the Final Approval Hearing date, and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

79. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

80. **Opt-Outs** – The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if

any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

81. **Objections** – The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendants’ Counsel and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

82. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action (*Henderson, et al. v. Reventics, LLC, et al.*, Case No. 2025CV30456);
 - b. the objector’s full name, mailing address, telephone number, and email address (if any);
 - c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
 - d. the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each

case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

83. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any

objector or objector's counsel.

84. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the LexisNexis database that can be utilized for such purpose. No later than twenty (20) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

85. The Notice Program shall be completed no later than twenty (20) days before the original date set for the Final Approval Hearing.

IX. Claim Form Process and Disbursement of Cash Payments

86. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

87. Claim Forms may be submitted online through the Settlement Website established by the Settlement Administrator.

88. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

89. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

90. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

91. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's e-signature.

A Claimant shall have until the Claim Form Deadline, or ten (10) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants' Counsel and Class Counsel otherwise agree.

92. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons:

- a. Failure to fully complete and/or sign the Claim Form;
- b. The Claim Form is fraudulent;
- c. The Claim Form is duplicative of another Claim Form;
- d. The Claimant is not a Settlement Class Member;
- e. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- f. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- g. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- h. The Claim Form otherwise does not comply with the requirements of this Settlement.

93. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have fifteen (15) days from the Claim

Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

94. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

95. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. No later than thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

97. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members with Valid Claims shall receive an email instructing them to select the type of payment they wish to receive. Upon issuance of the email, Settlement Class Members shall have 30 days to select their method of payment. Settlement Class Members who

do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have ninety (90) days to negotiate the check.

X. Final Approval Order and Final Judgment

98. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than twenty (20) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

99. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released

Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendants and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

100. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,500 apiece for Plaintiffs Paula Henderson, Shykira Scott, Daniel Jones, Carol Goldberg, Vahram Haroutunian, Brian Kearney, Hilda Lopez, Preference Robinson, Sharon Etchieson, Radhe Banks, Jonathan Trusty, Marie Netrosio, Michaela Mujica-Steiner, Roger Loeb, Kyle Denlinger (*Henderson* Plaintiffs) and \$1,000 apiece for Plaintiffs Martin Coleman, Alyssa Halaseh, Rachel Hunter, Todd Valentine and David Moynahan (*Coleman* and *Valentine* Plaintiffs). If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within ten (10) days of the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund. In the event a former representative plaintiff in this or prior related litigation fails to execute this Agreement, that individual shall thereby forfeit his or her Service Award and Class Counsel will have no obligation to seek a Service award for any such individual.

101. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within ten (10) days of the Effective Date.

102. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

103. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund twenty (20) days following the 90-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be suggested by Class Counsel and Defendants' Counsel and approved by the Court at the time of Final Approval. Pursuant to the provisions of C.R.C.P. 23(g)(1), 50% of these residual funds, if any, shall be disbursed to the Colorado Lawyer Trust Account Foundation (COLTAF).

XIII. Releases

104. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies,

whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Security Incident; or (b) any of the allegations or alleged violations of laws or regulations cited in the Complaint(s) or the Action.

105. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

106. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

107. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have

automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

108. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

109. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;
- c. The Court has entered the Final Approval Order substantially in the form

agreed to by the Parties and attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

110. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

111. Defendants shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

112. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

113. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendants and expended by the Settlement Administrator. The Settlement Administrator shall return all remaining amounts in the Settlement Fund to Defendants within twenty-one (21) days of termination.

XV. Effect of Termination

114. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

115. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

116. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint(s). Defendants specifically deny that Plaintiffs have standing to bring the Complaint(s) and that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action or any

other related proceeding.

117. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

118. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

119. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

120. In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other

proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

121. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

122. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

124. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

125. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

126. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

127. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Colorado, without regard to the principles thereof regarding choice of law.

128. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

129. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

130. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiffs or Class Counsel:

Scott Edward Cole
Cole & Van Note
555 12th Street, Ste. 2100
Oakland, CA 94607

sec@colevannote.com

If to Defendants or Defendants' Counsel:

David Ross
Wilson Elser LLP
1500 K Street, NW, Suite 330
Washington, D.C. 20005
david.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

131. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

132. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

133. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendants' Counsel (for Defendants), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

134. Agreement Mutually Prepared. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute,

case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

135. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

136. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

137. Exhibits. The exhibits to this Agreement are expressly incorporated by reference

and made part of the terms and conditions set forth herein.

138. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims.

Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represent and warrant that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendants or any of the Released Parties. Class Counsel further represent and warrant that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

139. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

Signature Pages to Follow

PLAINTIFFS:


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PAULA HENDERSON

VAHRAM HAROUTUNIAN

SHYKIRA SCOTT

DANIEL JONES

CAROL GOLDBERG

HILDA LOPEZ

BRIAN KEARNEY

SHARON ETCHIESON

PREFERENCE ROBINSON

JONATHAN TRUSTY

RADHE BANKS

MICHAELA MUJICA-STEINER

MARIE NETROSIO

KYLE DENLINGER


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COLE & VAN NOTE

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REID ELKUS
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AMBER SCHUBERT
SCHUBERT JONCKHEER & KOLBE
LLP

PLAINTIFFS:

PAULA HENDERSON


Shykira Scott (Mar 19, 2025 12:04 EDT)
SHYKIRA SCOTT

CAROL GOLDBERG

BRIAN KEARNEY

PREFERENCE ROBINSON

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MARIE NETROSIO

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PAULA HENDERSON

VAHRAM HAROUTUNIAN

SHYKIRA SCOTT

DANIEL JONES

CAROL GOLDBERG

HILDA LOPEZ

BRIAN KEARNEY

SHARON ETCHIESON

PREFERENCE ROBINSON

JONATHAN TRUSTY

RADHE BANKS

MICHAELA MUJICA-STEINER

MARIE NETROSIO

KYLE DENLINGER

ROGER LOEB

MARTIN COLEMAN

ALYSSA HALASEH

RACHEL HUNTER

Todd Valentine
TODD VALENTINE

DAVID MOYNAHAN

PLAINTIFFS' COUNSEL:

SCOTT EDWARD COLE
COLE & VAN NOTE

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THE LYON FIRM

REID ELKUS
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Daniel Jones

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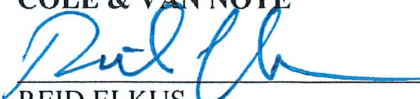
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LLP

DEFENDANTS:

DocuSigned by:

Anurag Mehta

REVENTICS, LLC

By: Anurag Mehta

Its CEO

DocuSigned by:

Anurag Mehta

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OMH HEALTHEDGE HOLDINGS INC.,
d/b/a OMEGA HEALTHCARE

By: Anurag Mehta

Its CEO

DEFENDANTS' COUNSEL:

David Ross

DAVID ROSS
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Desirée Moore

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