

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated June 16, 2023, is made and entered into by and among the Class Representatives (defined below), for themselves individually and on behalf of the Settlement Class (defined below), and Defendant Empress Ambulance Service, LLC (“Empress”) (collectively, the “Parties”). This Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, in July 2022, Empress discovered that unauthorized persons gained access to Empress’s network systems, resulting in unauthorized access to certain files that may have contained information of Empress’s patients and other affiliated persons.

WHEREAS, during the Network Incident (defined below), the Personal Information (defined below) of approximately 307,687 individuals who are current and/or former patients or otherwise affiliated with Empress was potentially impacted by criminal hackers.

WHEREAS, on September 22, 2022, litigation was commenced by Plaintiff John Finn with the filing of a class-action complaint against Empress in federal court, captioned as *Finn v. Empress Ambulance Services, Inc. d/b/a Empress EMS*, No. 7:22-cv-08101 (S.D.N.Y.). Following the *Finn* action being filed, 9 more duplicative class actions were filed, including 2 in state court and 7 in federal court.

WHEREAS, after considerable meet and confer efforts, counsel for Plaintiff Finn and Defendant agreed to mediate the case. After they informed the Court about the scheduled mediation, the Court, following a pre-motion hearing on other plaintiffs’ counsel’s planned motion to consolidate, stayed all related cases to the *Finn* federal action.

WHEREAS, in preparation for the scheduled mediation, the counsel for Plaintiff Finn and Defendant exchanged certain documents and information.

WHEREAS, prior to the mediation, on November 4 and 7, 2022, counsel for Plaintiff Finn and Defendant held pre-mediation conference sessions to begin settlement negotiations.

WHEREAS, on November 17, 2022, counsel for Plaintiff Finn and Defendant engaged in an arm’s-length mediation session before Rodney Max of Upchurch Watson White & Max Mediation Group. The mediation resulted in an agreement to settle this matter in principle. In the weeks that followed the mediation session, they continued to negotiate the remaining terms of this Settlement, culminating in this Agreement. Counsel for Plaintiff Contristano joined in the efforts to complete and conclude this Agreement.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Empress's potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Empress may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Empress has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Empress specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Empress of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 "Action" means the class action captioned as *Finn and Contristano v. Empress Ambulance Service, LLC*, now pending before the Honorable Gretchen Walsh in the Supreme Court of the State of New York, Westchester County, No. 61058/2023.

- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Incident” or “Network Incident” refers to the network incident that is the subject of the Action during which threat actors gained unauthorized access to Empress’s network systems, which Empress discovered on or about July 14, 2022.
- 1.6 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.7 “Cash Fund Payment” means a claim to receive a pro rata Settlement Payment in cash from the Post DL/CM Net Settlement Fund.
- 1.8 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.9 “Claim Form” means the form attached hereto as **Exhibit A**, and as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 1.10 “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.
- 1.11 “Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.

- 1.12 “Class Counsel” means attorneys Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C.
- 1.13 “Class Member” means a member of the Settlement Class.
- 1.14 “Class Representatives” and “Plaintiffs” means John Finn and Salvatore J. Contristano.
- 1.15 “Court” means the Supreme Court of the State of New York, Westchester County (or any judge sitting in the Court’s stead or to whom the Action may be transferred) presiding.
- 1.16 “Credit Monitoring and Insurance Services” means the credit monitoring and identity theft insurance solution to be offered as a Settlement Benefit under this Settlement. This Settlement Benefit is discussed in more detail in Section 3.4 below.
- 1.17 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not traceable to the Network Incident, and that are not otherwise recoverable through insurance, as further described in Section 3.2(a) below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Network Incident and incurred on or after May 26, 2022.
- 1.18 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.19 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.20 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel.
- 1.21 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit B**.
- 1.22 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to New York Rule of Civil Procedure 901 *et seq.*, and whether to issue the Final Approval Order and Judgment.
- 1.23 “Empress’s Counsel” or references to counsel for Empress means attorney Casie D. Collignon and other attorneys at the law firm Baker & Hostetler LLP.

- 1.24 “Empress” or “Defendant” means Defendant Empress Ambulance Service, LLC, and its current and former affiliates, parents, subsidiaries, and successors.
- 1.25 “Judgment” means the judgment to be entered by the Court. The Judgment must be substantially similar to the form of **Exhibit C**.
- 1.26 “Long Form Notice” means the long form notice of settlement, to be substantially similar the form attached hereto as **Exhibit D**.
- 1.27 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for attorneys’ fees, costs, and expenses (i.e., Fee Award and Costs), and (iv) taxes, if any.
- 1.28 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, the Settlement Website, and a toll-free number.
- 1.29 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.
- 1.30 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class members of the terms of this Agreement and the Final Approval Hearing.
- 1.31 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.
- 1.32 “Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.
- 1.33 “Parties” means the Plaintiffs and Defendant Empress.
- 1.34 “Personal Information” means information including, without limitation, names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information

used to process health insurance claims, prescription information, medical records and data, and other medical or personal health information.

- 1.35 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**.
- 1.36 “Post DL/CM Net Settlement Fund” means the amount of the Net Settlement Fund remaining after all Documented Loss Payments and payments for Credit Monitoring and Insurance Services are made.
- 1.37 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Claimant must provide supporting documentation.
- 1.38 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the compromise of any Class member’s Personal Information arising out of the Network Incident. “Released Claims” do not include any claims against any entity other than Released Parties and are subject to Section 4.1 below.
- 1.39 “Released Parties” means Defendant and its respective operating companies, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”
- 1.40 “Request for Exclusion” is the written communication by a Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.
- 1.41 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Sections 8.1-8.3 below.

- 1.42 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.43 “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. and/or its affiliate Hilsoft Notifications (together, “Epiq”), with the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and Empress may, by agreement, substitute a different Settlement Administrator, subject to Court approval. Any Settlement Administrator must execute Defendant’s Business Associate Agreement.
- 1.44 “Settlement Benefit(s)” means any Cash Fund Payment, the Credit Monitoring and Insurance Services, the Documented Loss Payments, the prospective relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.45 “Settlement Class” and “Class” means all natural persons who are residents of the United States whose Personal Information was potentially compromised in the Network Incident and were sent via U.S. Mail notice by Empress that their Personal Information may have been compromised in the Network Incident. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their families; (2) Empress, its subsidiaries, parent companies, successors, predecessors, and any entity in which Empress or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 1.46 “Settlement Fund” means the sum of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00), to be paid by Empress, as specified in Section 3.1 of this Agreement.
- 1.47 “Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 3.2 herein.
- 1.48 “Settlement Website” means the Internet website, at URL address www.empresssettlement.com, to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- 1.49 “Settlement Toll-Free Number” means the toll-free telephone number with information relevant to this Settlement to be created, launched, and maintained by the Settlement Administrator.

- 1.50 “Summary Notice” means the summary notices of the proposed Settlement herein, to be substantially similar to the form attached hereto as **Exhibit F**.
- 1.51 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.
- 1.52 “Unknown Claims” means any and all Released Claims that Empress or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

- 2.1 Empress agrees to adopt, continue, and/or implement the following (or substantially similar) data security measures for a period of no less than 3 years from the Effective Date of this Agreement:
- (a) Implement and maintain two-factor authentication throughout its systems, where reasonably appropriate and practicable;
 - (b) Retain qualified third-party vendor(s) to assist in augmenting Empress's information and data security and Empress's information and data security business practices;
 - (c) Retain qualified third-party vendor(s) to provide real-time support to Empress regarding its information and data security;
 - (d) Implement, where reasonably appropriate and practicable, immutable back up storage across Empress's information technology network(s);
 - (e) Implement single sign-on; lifecycle management; and adaptive, multi-factor authentication services, where available;
 - (f) Enhance endpoint management and security for all Empress computers, including desktops, servers, and tablets; and
 - (g) Implement, where reasonably appropriate and practicable, best practices for active directories, servers, and work stations.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

- 3.1 Empress agrees to make or cause to be made a payment of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00), to create the Settlement Fund as follows: within 30 days after the later of (a) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), or (b) receipt from the Settlement Administrator of detailed wire instructions, and a completed W-9 form, and separate voice verification by the Settlement Administrator or an authorized agent needed to confirm the wire instructions. Empress agrees to and shall cause the sum of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00) to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund shall cover all Administrative Expenses reasonably incurred and approved by the parties in connection with the Settlement. For the avoidance of doubt, and for purposes of

this Settlement Agreement only, Empress's liability shall not exceed One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00).

- (a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.
- (b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.2 Settlement Payments: Each Class Member may qualify and submit a claim for one of the following benefits:

- (a) Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to \$10,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of

perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. Claimants who submit a Claim Form for a Documented Loss Payment will not be permitted to make a claim for the Cash Fund Payment provided for under 3.2(b) below. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected and the Class Member's claim will instead be automatically considered a claim for a Cash Fund Payment, discussed below.

- (b) Cash Fund Payment. In the alternative to the Documented Loss Payment, Class Members may submit a claim to receive a pro rata Settlement Payment in cash ("Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 3.8 below. Class Members who submit a Claim for a Cash Fund Payment will not be entitled to select the Documented Loss Payment Settlement Benefit provided for under Section 3.2(a).
- 3.3 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by U.S. Mail.
- 3.4 Credit Monitoring and Insurance Services ("CMIS"). In addition to making a claim for the Settlement Payments available under the Documented Loss Payment or the Cash Fund Payment in Section 3.2 above, all Class Members may submit a claim for 12 months of CMIS provided by TransUnion. The CMIS Settlement Benefit will provide three credit bureau monitoring services and \$1 million in identity theft insurance. This Settlement Benefit will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Empress. Individuals who elected to utilize a previous offering of CMIS from Empress, or who obtained CMIS services from another provider as a result of the Network Incident, will be permitted to postpone activation of their CMIS Settlement Benefit for up to 12 months.
- 3.5 Deadline to File Claims. Claim Forms must be received postmarked or electronically within ninety (90) days after the Notice Date.
- 3.6 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the

claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

- 3.7 Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.
- 3.8 Distribution of Settlement Payments: The Settlement Administrator will first apply the Net Settlement Fund to pay for valid claims for CMIS and Documented Loss Payments. The amount of the Net Settlement Fund remaining after distribution of the CMIS Settlement Benefit and payment for valid Documented Loss Payment claims is made shall be referred to as the "Post DL/CM Net Settlement Fund." The Settlement Administrator shall then utilize the Post DL/CM Net Settlement Fund to make all Cash Fund Payments pursuant to Section 3.2(b) herein. The amount of each Cash Fund Payment shall be calculated by dividing the Post DL/CM Net Settlement Fund by the number of valid claims submitted for (or honored as) a Cash Fund Payment. In the event that the aggregate amount of all Documented Loss Payments and the cost to the Settlement Fund for valid CMIS Claims exceeds the total amount of the Net Settlement Fund, then no payments for claims for Cash Fund Payments will be made, and the value of the Documented Loss Payment and duration of the CMIS Settlement Benefit to be distributed to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments and CMIS claims does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations shall be performed by the Settlement Administrator.
- 3.9 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have sixty (60) days following distribution to deposit or cash their benefit check.
- 3.10 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be evenly made to all Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed by

mutual agreement of the Parties to a Court-approved non-profit recipient. Should it become necessary to distribute any remaining amount of the Net Settlement Fund to a Court-approved non-profit recipient, the Parties shall petition the Court to do so, providing details of the proposed non-profit recipient.

- 3.11 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to repay or resend a Settlement Payment.
- 3.12 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Empress after the Effective Date.
- 3.13 Custody of Settlement Fund. The Settlement Fund shall be deposited in to the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.
- (a) In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Empress and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.14 Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective Date, all rights of Empress and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 10 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Empress and/or its insurers.
- 3.15 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.
- 3.16 Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic

payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Empress with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

- 3.17 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.
- 3.18 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative and Class Member as a result of any benefit or payment received as a result of the Settlement. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.
- 3.19 Limitation of Liability.
- (a) Empress and Empress's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the

formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and the Empress Defendants, and Empress's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- 3.20 Stay of the Finn action in federal court. The first-filed case, *Finn v. Empress Ambulance Services, Inc. d/b/a Empress EMS*, No. 7:22-cv-08101 (S.D.N.Y.), shall be stayed pending the final approval of this settlement and dismissed upon the final approval of this settlement, or before if agreed upon by the Parties.

4. RELEASE

- 4.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Network Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party.
- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each

Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Empress stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Empress reserves the right to contest class certification for all other purposes. Plaintiffs and Empress further stipulate to designate the Class Representatives as the representatives for the Settlement Class.
- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order. The Parties may file a response to any objections to the Settlement and a Motion for Final Approval no later than fourteen (14) days after the Objection Deadline.

6. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to the Class Members as follows:
 - (a) For any all Class Members the Settlement Administrator will send the Summary Notice (in Postcard form) by U.S. Mail, postage prepaid;

- (b) For any Summary Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;
 - (c) Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph; and
 - (d) In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Empress.
- 6.4 Settlement Class List. Within fourteen (14) days after the issuance of the Preliminary Approval Order, Empress will provide to the Settlement Administrator a list of any and all names, mailing addresses, telephone numbers, and email addresses of any and all Class Member that it has in its possession, custody, or control.
- 6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Empress’s Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Empress, or Empress’s Counsel, will be secure and used solely for the purpose of effecting this Settlement.
- 6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the Claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

- 6.7 Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website (www.empresssettlement.com) to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website.
- 6.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via US Mail, such Request for Exclusion must be in writing and must identify the case name *Finn, et al. v. Empress Ambulance Service, LLC*, NO. 61058/2023; state the name, address and telephone number of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Finn, et al. v. Empress Ambulance Service, LLC*, NO. 61058/2023.” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.
- 6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than sixty (60) days after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits

should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes himself to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Network Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Court either by mailing them to the Clerk's Office, Office of the Westchester County Clerk, Legal Division, 110 Dr. Martin Luther King Jr. Blvd. White Plains, NY 10601, or by filing them in person at the Supreme Court of the State of New York, Westchester County, and a copy of all objections must be served upon Class Counsel identified below. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

- 6.10 In the event that within ten (10) days after the conclusion of the Opt-Out Period as approved by the court, there have been more than 200 Opt-Outs (persons who wish to be excluded) Empress may, by notifying Class Counsel in writing, void this Settlement Agreement. If Empress voids this Settlement Agreement under this paragraph then, (a) the Parties shall be restored to their respective position in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding

for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Empress's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Empress's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:
 - (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Empress's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If

the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Empress's Counsel;

- (ii) Provide weekly reports to Class Counsel and Empress's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Empress's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iii) Make available for inspection by Class Counsel and Empress's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (iv) Cooperate with any audit by Class Counsel or Empress's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class member who submits a Claim Form.

8. SERVICE AWARDS

- 8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives in an amount not to exceed one thousand five hundred dollars and no cents (\$1,500). Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days prior to the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within five (5) Business Days after the Effective Date.
- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the

amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

- 8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 9.1 Class Counsel may file a motion for an award of attorneys' fees, costs, and expenses to be paid from the Settlement Fund no later than fourteen (14) days prior to the Objection Deadline. Any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel shall be paid in the amount approved by the Court by the Settlement Administrator from the Settlement Fund within five (5) Business Days after the Effective Date.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses. The Parties did not discuss or agree upon the amount of attorneys' fees, costs, and expenses until after the substantive terms of the Settlement had been agreed upon.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
- (a) Empress and Class Counsel execute this Agreement;
 - (b) The Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**;
 - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
 - (d) The Court enters the Final Approval Order and Judgment, without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment attached hereto as **Exhibit B** and **Exhibit C**, respectively; and
 - (e) The Final Approval Order and Judgment has become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal,

petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

- 10.2 If the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, or the Final Approval Order and Judgment does not become Final (as described in Paragraph 10.1(e) of this Agreement), Empress may at its sole discretion terminate this Agreement on five (5) Business Days written notice from Empress's Counsel to Class Counsel.
- 10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the attorneys' fees, costs, or expenses and/or Service Awards.
- 10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.12, 3.13, 3.1, 10.5, and 10.6 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.6 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees, costs, and expenses.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against Empress as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Empress with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Empress;
- (b) shall not be offered or received against Empress as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Empress;
- (c) shall not be offered or received against Empress as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Empress, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Empress as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Empress have any merit.

12. REPRESENTATIONS

12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Tina Wolfson
twolfson@ahdootwolfson.com
Andrew Ferich
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
2600 West Olive Avenue, Suite 500
Burbank, California 91505
Telephone: (310) 474-9111

- 13.2 All notices to Empress or Empress's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Casie D. Collignon
ccollignon@bakerlaw.com
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
Telephone: (303) 861-0600

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

Empress Ambulance Settlement Administrator
PO Box 2059
Portland, OR 97208-2059

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice.

14. MISCELLANEOUS PROVISIONS

- 14.1 Representation by Counsel. The Class Representatives and Empress represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 No Additional Persons with Financial Interest. Empress shall not be liable for any additional attorneys' fees, costs, and expenses of any Class Members' counsel, including any potential objectors or counsel representing a Class Member, other than what is expressly provided for in this Agreement.
- 14.6 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 14.7 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.8 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.9 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.10 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.11 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

- 14.12 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of New York, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.13 Interpretation.
- (a) Definitions apply to the singular and plural forms of each term defined.
 - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”
- 14.14 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.
- 14.15 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations.
- 14.16 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of this Court, and this Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 14.17 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.18 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.19 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.20 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

- 14.21 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.22 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.23 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

AHDOOT & WOLFSON, PC


Dated: June 16, 2023



 Tina Wolfson
 Andrew W. Ferich

BARNOW AND ASSOCIATES, P.C.

Dated: June 16, 2023



 Ben Barnow
 Anthony L. Parkhill

BAKER & HOSTETLER LLP

Dated: June 16, 2023



 Casie D. Collignon

EMPRESS AMBULANCE SERVICE, LLC

Dated: June 16, 2023



 Casie D. Collignon
BAKER & HOSTETLER LLP
 1801 California Street, Suite 4400
 Denver, CO 80202
 Telephone: (303) 861-0600
 ccollignon@bakerlaw.com

Exhibit A

CLAIM FORM FOR EMPRESS AMBULANCE NETWORK INCIDENT BENEFITS

Finn and Contristano v. Empress Ambulance Service, LLC, No. 61058/2023
Supreme Court of the State of New York, Westchester County

USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND INSURANCE SERVICES AND FOR EITHER A DOCUMENTED LOSS PAYMENT OR A PRO RATA CASH FUND PAYMENT

The DEADLINE to submit this Claim Form is postmarked: [XXXX XX, 20XX]

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that your Personal Information was potentially compromised as a result of a network security incident (the "Network Incident") impacting Empress Ambulance Service, LLC's ("Empress") computer systems, you are a Class Member.

As a Class Member, you are eligible to make a claim for:

(1) twelve months of Credit Monitoring and Insurance Services;

AND one of the following two options for a cash Settlement Payment:

(2) up to a \$10,000 cash payment for reimbursement of Documented Losses that are supported by Reasonable Documentation and determined by the Settlement Administrator to be more likely than not a result of the Empress Network Incident, and not otherwise reimbursable by insurance ("Documented Loss Payment");

OR

(3) a pro rata Cash Fund Payment, the amount of which will depend on the number of Class Members who participate in the Settlement.

The Credit Monitoring and Insurance Services are offered through TransUnion and will include the following services, among others: (i) up to \$1,000,000 of identity theft insurance coverage; and (ii) 12 months of three-bureau credit monitoring providing, among other things, notice of changes to the Class Member's credit profile. If you already subscribed to credit monitoring services through a previous offer of credit monitoring from Empress, or from another provider obtained as a result of the breach, you will have the option to postpone the commencement of the Credit Monitoring and Insurance Services by up to 12 months for no additional charge.

Cash Fund Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and Settlement Benefits are available at www.xxxxxxxxxxxxxxx.com.

Please complete this Claim Form on behalf of the individual who received a notification from Empress. If you are the parent of a minor(s) who received a breach notification, please submit the form using the minor(s)'s personal information.

This Claim Form may be submitted online at www.xxxxxxxxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Empress Ambulance Settlement Administrator
PO Box 2059

Portland, OR 97208-2059

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Credit Monitoring and Insurance Services, you must notify the Settlement Administrator in writing at the address above.

First Name M.I. Last Name [Grid]

Alternative Name(s) [Grid]

Mailing Address, Line 1: Street Address/P.O. Box [Grid]

Mailing Address, Line 2: [Grid]

City: State: Zip Code: [Grid]

Cellular Telephone Number Home Telephone Numbers [Grid]

Email Address [Grid]

Date of Birth (mm/dd/yyyy) Unique ID Number Provided on mailed Notice (if known) [Grid]

III. CLASS MEMBERSHIP

[] Please check this box if you received a notice related to this Class Action, and you have provided your Unique ID Number in Section II above.

[] Please check this box if you have not received a letter notice but believe that you should be included in the Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Empress Ambulance Network Incident and are a class member.

IV. CREDIT MONITORING AND INSURANCE SERVICES

[] If you wish to receive Credit Monitoring and Insurance Services, you must check off the box for this section, provide your email address in the space provided in Section II, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Credit Monitoring and Insurance Services. If your Claim Form is approved, you will be sent instructions and an activation code after the Settlement is final to your email address or home address. To enroll, you must follow the instructions sent to you after the Settlement is approved and becomes final (the "Effective Date"). Enrollment in this service will not subject you to marketing for additional services or any required payments.

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

You may ALSO select ONE of the following options:

V. CASH FUND PAYMENT

If you wish to receive a pro rata Cash Fund Payment, you must check off the box for this section, and then simply return this Claim Form.

You will receive an email at the email address provided above after Final Approval prompting you to select how you would like to be paid. You can receive payment via a digital payment, or you can elect to receive a check.

OR

VI. REIMBURSEMENT FOR DOCUMENTED LOSSES

Please check off this box for this section if you are electing to seek reimbursement for up to \$10,000 of Documented Losses you incurred that are more likely than not traceable to the Empress Network Incident and not otherwise reimbursable by insurance. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Empress Network Incident and incurred on or after May 26, 2022.

In order to make a claim for a Documented Loss Payment, **you must:** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the Empress Ambulance Network Incident by the Settlement Administrator based on the documentation you provide and the facts of the Empress Ambulance Network Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)																			
refund in connection with fraudulent tax return filing																						
<input type="radio"/> Credit freeze	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">.</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	\$.			<i>Examples: Notices or account statements reflecting payment for a credit freeze</i>
		/			/																	
\$.														
<input type="radio"/> Credit monitoring that was ordered after July 14, 2022 through the date on which the Credit Monitoring and Insurance Services become available through this Settlement	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">.</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	\$.			<i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i>
		/			/																	
\$.														
<input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">.</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	\$.			<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Empress Ambulance Network Incident</i>
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<input type="radio"/> Other (provide detailed description)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">/</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;">.</td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	\$.			<i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i>
		/			/																	
\$.														

If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be considered for a Cash Fund Payment.

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

VII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the state of New York that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Date: _____

Signature: _____

Print Name _____

**VIII. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)**

I, _____, declare that I suffered the Documented Losses claimed above.
[Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of New York that the foregoing is true and correct. Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]

IX. HOW YOU WILL RECEIVE YOUR PAYMENT

If you submitted an Approved Claim for a cash Settlement Payment in this Claim Form, after the Settlement is approved, an email will be sent from [noreply@epiqpay.com] to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the claims administrator may attempt to send you a check relying on your physical address on file.

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

Exhibit B

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

JOHN FINN and SALVATORE J.
CONTRISTANO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

EMPRESS AMBULANCE SERVICE, LLC,

Defendant.

Index No. 61058/2023

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

WHEREAS, on _____, 202_, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement, and directing that Notice be given to the Settlement Class.

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to object or opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether the Final Approval Order and Judgment should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on _____, 202_. Settlement Class Members were notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of attorney's fees, costs, and expenses to Class Counsel, and Service Awards to Class Representatives.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and Empress's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, reasonable, and adequate, having considered the application for attorney's fees, expenses, and costs made by Class Counsel and the application for a Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all parties thereto, including the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class Members, within the authority of the Parties and the result of extensive arm's-length negotiations. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
4. There are ___ objections and ___ opt outs to the Settlement. Those Settlement Class Members who timely and properly opted out from the settlement are identified in **Exhibit 1** hereto.
5. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class.

6. For the purposes of the Settlement and this Final Approval Order, the Court hereby:
- a. certifies the following Settlement Class pursuant to NY CPLR §§ 901, *et seq.*: “All natural persons who are residents of the United States whose Personal Information was potentially compromised in the Network Incident and were sent via U.S. Mail notice by Empress that their Personal Information may have been compromised in the Network Incident. Excluded from the Settlement Class are:(1) the Judges presiding over the Action and members of their families; (2) Empress, its subsidiaries, parent companies, successors, predecessors, and any entity in which Empress or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
 - b. appoints Plaintiffs John Finn and Salvatore J. Contristano for settlement purposes only, as Class Representatives for the Settlement Class. The Court finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.
 - c. appoints Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC and Ben Barnow and Anthony J. Parkhill of Barnow and Associates, P.C. as Class Counsel; and
 - d. finds the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the

releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of NY CPLR §§ 901, *et seq.*, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

8. Within the time periods set forth in the Settlement Agreement, the Settlement Benefits provided for in the Settlement Agreement shall be paid to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

9. The Release set forth in Section 4 of the Settlement Agreement is expressly incorporated herein in all respects. Upon the Effective Date, and in consideration of the Settlement Benefits, the Class Representatives and all Class Members identified in the settlement class list in accordance with Section 6.4 of the Settlement Agreement, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing, or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of

the Released Parties that relates to the Network Incident or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action.

10. More specifically, Class Representatives and Settlement Class Members who have not timely opted out of the Settlement release “Released Claims” against Defendant and all Released Parties, defined Settlement Agreement, as follows:

[A]ny claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the compromise of any Class member’s Personal Information arising out of the Network Incident. “Released Claims” do not include any claims against any entity other than Released Parties and are subject to Section 4.1 [of the Settlement Agreement].

Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of the persons identified in **Exhibit 1** to this Order, who have timely and validly excluded themselves from the Settlement Class.

11. Pursuant to the Settlement Agreement, “Unknown Claims” means:

[A]ny and all Released Claims that Empress or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have,

upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

12. All Settlement Class Members who did not validly and timely opt-out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims against Defendant released pursuant to the Settlement Agreement.

13. The terms of the Settlement Agreement and this Final Approval Order shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Litigation or in any third party action.

14. The Final Approval Order, the Settlement Agreement, the Settlement which it reflects, and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendant of any fault, wrongdoing, or liability on the part of Defendant or of the validity or certifiability for litigation of any claims.

15. The Court finds Service Awards of \$1,500 per Settlement Class Representative is fair and reasonable. The amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

16. The Court hereby approves an award of attorney's fees in an amount of \$_____ and litigation costs and expenses in an amount of \$_____. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court finds these amounts to be fair and reasonable pursuant to NY CPLR § 909 to determine a reasonable fee in a class action.

17. The Court has considered the ___ objection[s] to the Settlement. The Court finds and concludes that the objection[s] [is/are] without merit and [is/are] hereby overruled.

18. The above-captioned Action is hereby dismissed against Defendant in its entirety, with prejudice. Except as otherwise provided in this Final Approval Order, the Parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

19. This Final Approval Order resolves all claims against all parties in this Action and is a final order. The Clerk is directed to file this Final Approval Order and the Judgment in this matter, and the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

20. Should any non-distributable residual of the Settlement Fund remain following distribution of the Settlement Benefits, the Parties shall petition the Court to distribute the residual to a non-profit recipient pursuant to and in adherence with the terms of paragraph 3.10 of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 202_

Honorable Gretchen Walsh

Exhibit C

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

JOHN FINN and SALVATORE J.
CONTRISTANO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

EMPRESS AMBULANCE SERVICE,
LLC,

Defendant.

Index No. 61058/2023

CLASS ACTION

[PROPOSED] JUDGMENT

On _____, 202_, the Court [granted] Plaintiffs' Motion for Final Approval of Class Action Settlement with Empress Ambulance Service, LLC, and Plaintiffs' motion for an award of attorney's fees, costs, and expenses, and payment of Service Awards to the Settlement Class Representatives. Judgment is hereby entered.

IT IS SO ORDERED.

So Ordered this ___ day of _____, 202_.

Honorable Gretchen Walsh

Exhibit D

Finn and Contristano v. Empress Ambulance Service, LLC, No. 61058/2023
 Supreme Court of the State of New York, Westchester County

Notice of Empress Ambulance Network Incident Class Action Settlement

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

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached in a class action lawsuit against Empress Ambulance Service, LLC (“Defendant”) regarding a “Network Incident.” Plaintiffs allege that in July 2022, Empress discovered that unauthorized persons gained access to Empress’s network systems, resulting in access to certain files or data that may have contained information concerning Empress’s patients and other affiliated persons.
- You are a “Class Member” if your Personal Information (email addresses, phone numbers, home address, date of birth, Social Security number (SSN), driver’s license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or personal health information) was potentially compromised in the Network Incident that Defendant discovered on or about July 14, 2022. This includes all persons who were sent a notice by Empress via U.S. Mail that their Personal Information may have been compromised in the Network Incident.
- Class Members may file a Claim Form to receive one of the following two Settlement Payment options. In addition to or instead, Class Members may also submit a Claim Form for Credit Monitoring and Insurance Services as part of the Settlement.

Settlement Payment Options

1. **Documented Loss Payment:** You may submit a Claim Form for a cash Settlement Payment of up to \$10,000 for reimbursement in the form of a Documented Loss Payment; **OR**
2. **Cash Fund Payment:** You may submit a Claim Form to receive a pro rata (equal share) cash Settlement Payment.

Credit Monitoring and Insurance Services – In addition to the cash Settlement Payment option, you may submit a Claim Form for 12 months free Credit Monitoring and Insurance Services provided by TransUnion, which includes three credit bureau monitoring services and \$1 million in identity theft insurance.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>FILE A CLAIM FORM</p> <p>DEADLINE: [xxxx xx, 20xx]</p>	<p>Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits provided by this Settlement, including Credit Monitoring and Insurance Services, a Documented Loss Payment, or a Cash Fund Payment.</p> <p>If you submit a Claim Form, you will give up the right to sue Empress and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
---	---

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

<p>EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: [XXXX XX, 20XX]</p>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Empress, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>
<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: [XXXX XX, 20XX]</p>	<p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Empress and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p>GO TO THE “FINAL APPROVAL” HEARING</p> <p>DATE: XXXX XX, 20XX</p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue Empress and certain Released Parties for the claims this Settlement resolves.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement and the requested attorneys’ fees, costs, and expenses. No Settlement Benefits will be provided unless the Court approves the Settlement and it becomes final.

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

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Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get Settlement Benefits.

This class action lawsuit is pending before the Supreme Court of the State of New York, Westchester County. The case is known as *Finn and Contristano v. Empress Ambulance Service, LLC*, No. 61058/2023, in the Supreme Court of the State of New York. The persons who filed this lawsuit are called the “Plaintiffs” and the company sued, Empress Ambulance Services, LLC is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs allege that in July 2022, Empress discovered that unauthorized persons gained access to Empress’s network systems, resulting in unauthorized access to certain files that may have contained information of Empress’s patients and other affiliated persons (“Class Members”).

Empress specifically denies any and all wrongdoing, and no court or other entity has made any judgment other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, Empress is not admitting that it did anything wrong.

3. Why is the lawsuit a class action?

In a class action, one or more people called the Class Representatives (in this Action, Plaintiffs John Finn and Salvatore J. Contristano) sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who timely exclude themselves (opt out) from the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and the Defendant do not agree with respect to the legal allegations asserted in this lawsuit. The Court has not decided in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs and the Defendant have agreed to settle the lawsuit. The Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Empress.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Class Member if you are a resident of the United States, and your Personal Information was potentially compromised in the Network Incident that Defendant discovered on or about July 14, 2022. This includes all persons who were sent a notice by Empress via U.S. Mail that their Personal Information may have been compromised in the Network Incident.

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

Personal Information means email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers' license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or personal health information.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their families; (2) Empress, its subsidiaries, parent companies, successors, predecessors, and any entity in which Empress or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.xxxxxxxx.com or call the Settlement Administrator's Settlement Toll-Free Number at 1-xxx-xxx-xxxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Class Member, you may receive **only one** of the following two Settlement Payment benefit options as part of the Settlement, by submitting a timely and valid Claim Form.

Settlement Payment Options

1. **Documented Loss Payment:** You may submit a timely and valid Claim Form for a cash Settlement Payment of up to \$10,000 for reimbursement in the form of a Documented Loss Payment.

To request a Documented Loss Payment, your Claim Form must include all of the following:

- Select the option to receive the Documented Loss Payment Settlement Benefit;
- Sign the attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and
- You must provide Reasonable Documentation to support your Documented Loss claim and that it is more likely than not related to the Network Incident. Reasonable Documentation means, but is not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from you.

If you do not submit Reasonable Documentation supporting your Documented Loss Payment claim, or if your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and you fail to cure your claim, the claim will be rejected and your claim will instead be automatically considered a claim for a Cash Fund Payment.

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

2. **Cash Fund Payment:** In the alternative to the Documented Loss Payment, you may submit a timely and valid Claim Form to receive a pro rata (a legal term that means equal share) cash Settlement Payment. This amount may increase or decrease as described in Question 9.

Credit Monitoring and Insurance Services: In addition to or instead of selecting one of the above cash Settlement Payment options, you also may submit a timely and valid Claim Form for 12 months of free Credit Monitoring and Insurance Services provided by TransUnion, which includes three credit bureau monitoring services and \$1 million in identity theft insurance.

If you elected to use a previous offer of Credit Monitoring and Insurance Services from Empress, or you obtained Credit Monitoring and Insurance Services from another provider as a result of the Network Incident, you will be permitted to postpone activation of you Credit Monitoring and Insurance Services Settlement Benefit for up to 12 months.

9. How will claims be paid and what may cause a Settlement Benefit to increase or decrease?

According to the Settlement Agreement, the \$1,050,000 Settlement Fund established for the Settlement will be used to pay for: (1) Administrative Expenses reasonably incurred by the Settlement Administrator that are approved by the Parties, (2) Service Awards approved by the Court, (3) any amounts approved by the Court for attorneys' fees, costs, and expenses ("Fee Award and Costs"), and (4) taxes, if any. The amount remaining after these items are paid or allocated, if any is the "Net Settlement Fund."

The Net Settlement Fund will be used to pay for Approved Claims for Class Members in the following order of priority: (1) Credit Monitoring and Insurance Services and Documented Loss Payments; (2) Cash Fund Payments, which will be calculated after Credit Monitoring and Insurance Services and Documented Loss Payments claimed benefits have been deducted, by dividing the remaining Net Settlement Fund amount by the number of valid claims designated to receive a Cash Fund Payment. This is called a pro rata share.

If the claims for Credit Monitoring and Insurance Services and Documented Loss Payments exceed the amount of money in the Net Settlement Fund, then no payments for claims for Cash Fund Payments will be made, and the value of the Documented Loss Payments and duration of the CMIS Settlement Benefit to be distributed to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments and CMIS claims does not exceed the Net Settlement Fund.

10. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other action for all Released Claims, including Unknown Claims, against each of the Released Parties that relates to the Network Incident or otherwise arises out of the same facts and circumstances set forth in the complaint in this lawsuit. The specific rights you are giving up are called "Released Claims."

11. What are the Released Claims?

The Settlement Agreement in Sections 1.38, 1.39, and 4 describe the Release, Released Claims, and Released Parties in necessary legal terminology, so please read these sections carefully. The Released Claims also includes the release of Unknown Claims, which is also described in necessary legal

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

terminology in the Settlement Agreement in Section 1.52. The Settlement Agreement is available at www.xxxxxxxxxx.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 of this Notice, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. How do I make a claim for Settlement Benefits?

To submit a Claim Form for one of the cash Settlement Payment options (i.e., Documented Loss Payment **or** Cash Fund Payment) and/or Credit Monitoring and Insurance Services, you must submit a timely and valid Claim Form. Your Claim Form must be filed with the Settlement Administrator, postmarked, or submitted online on or before **Month DD, 20YY**. Claim Forms may be submitted online at www.xxxxxxxxxx.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim Form is online. Claim Forms are also available by calling 1-xxx-xxx-xxxx or by writing to:

Empress Ambulance Settlement Administrator
PO Box 2059
Portland, OR 97208-2059

13. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-xxx-xxx-xxxx or by writing to:

Empress Ambulance Settlement Administrator
PO Box 2059
Portland, OR 97208-2059

14. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, cash Settlement Payments and Credit Monitoring and Insurance Services will be provided after the Settlement is approved by the Court and becomes final. It may take time for the Settlement to be approved and become final. Please be patient and check www.xxxxxxxxxx.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed attorneys Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and, separately, reimbursement of reasonable costs and expenses incurred in prosecuting the lawsuit. Class Counsel may also ask the Court to approve Service Awards not to exceed \$1,500 per Class Representative (total of \$3,000), which are intended to recognize the Class Representatives for their efforts in the litigation and commitment on behalf of the Settlement Class. If awarded by the Court, attorneys' fees, costs, and expenses, and the Service Awards will be paid out of the Settlement Fund. The Court may award less than these amounts. The Settlement is not conditioned upon approval of these awards.

OPTING OUT FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendant or Released Parties on your own based on the claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting out" of the Settlement.

17. How do I get out of the Settlement?

To opt out of the Settlement, you must mail a written Request for Exclusion, which must include all the following:

- 1) The case name *Finn, et al. v. Empress Ambulance Service, LLC*, No. 61058/2023;
- 2) Your full name, address, and telephone number;
- 3) Your physical signature; and
- 4) A statement that "I hereby request to be excluded from the proposed Settlement Class in *Finn, et al. v. Empress Ambulance Service, LLC*, NO. 61058/2023."

The Request for Exclusion must be mailed to the Settlement Administrator at the following address **postmarked by Month DD, 20YY:**

Empress Ambulance Settlement Administrator
Exclusions
PO Box 2059
Portland, OR 97208-2059

You cannot exclude yourself by telephone or by email. A Request for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement Benefits if you stay in the Settlement.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Released Parties (including the Defendant) for all claims and other matters released in and by the Settlement Agreement Section 4. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

the Released Parties (including the Defendant) regarding the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can object to the Settlement, meaning tell the Court you do not agree with all or any part of the Settlement. Your written objection must include the following information:

- 1) The case name and number, *Finn, et al. v. Empress Ambulance Service, LLC*, No. 61058/2023;
- 2) Your full name, current mailing address, and telephone number;
- 3) A statement that you believe you are a member of the Settlement Class;
- 4) Proof that you are a member of the Settlement Class (for example a copy of the settlement notice or a copy of the original notice of the Network Incident);
- 5) A statement of the specific factual and legal basis for the objection;
- 6) A statement to identify whether you are objecting to the Settlement in part or in whole;
- 7) A statement of whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;
- 8) Identify all lawyer(s) representing you as the Class Member, if any;
- 9) Include a list, including case name, court, and docket number, of all other cases in which you as the objector and/or your lawyer(s) has filed an objection to any proposed class action settlement in the past five (5) years;
- 10) Include all documents or writings that you desire the Court to consider;
- 11) A statement regarding whether you as a Class Member (or lawyer(s) of your choosing) intends to appear at the Final Approval Hearing; and
- 12) Your original signature or the signature of your duly authorized attorney or representative.

Your written objection must be filed with or mailed to the Court and sent to Class Counsel and Defendant's Counsel **postmarked** by **Month DD, 20YY** at the following addresses:

Court	Class Counsel	Defendant's Counsel
Supreme Court of New York, Westchester County, 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601	Tina Wolfson and Andrew W. Ferich Ahdoot & Wolfson, PC 201 King of Prussia Road, Suite 650 Radnor, Pennsylvania 19087 Ben Barnow and Anthony L. Parkhill Barnow and Associates, PC 205 W. Randolph St., Suite 1630 Chicago, Illinois 60606	Casie D. Collignon Baker & Hostetler LLP 1801 California Street, Suite 4400 Denver, Colorado 80202

Any Class Member who does not make their objection following the requirements listed above and by the deadline, will be deemed to have waived any objections and will be forever barred from raising such objections in this or any other lawsuit or proceeding, absent further order of the Court.

21. What is the difference between objecting and asking to opt out?

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at x:00 x.m.** before the Honorable Gretchen Walsh, at 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels' motion for attorneys' fees, costs, and expenses, and Service Awards for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted on the Settlement Website at www.xxxxxxxx.com.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you have the right to, but do not have to attend the Final Approval Hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

If you are a Class Member *and* you file an objection, you have the right, but are not required, to attend the Final Approval Hearing. If you are a Class Member and you intend to appear at the Final Approval Hearing, either with or without your own lawyer(s), you must also file a Notice of Appearance with the Court (as well as send the Notice of Appearance to Class Counsel and Defendant's Counsel) at the addresses listed in Question 20, by **Month DD, 20YY**.

If you are a Class Member and you file an objection, and you intend to appear at the Final Approval Hearing through counsel, you must identify the lawyer(s) representing you who will appear at the Final Approval Hearing and include the lawyer(s) name, address, telephone number, email address, state bar(s) to which the lawyer(s) is admitted, as well as associated state bar number(s).

Any Class Member who does not submit a timely objection in compliance with all the requirements provided for in the Settlement Agreement, this Notice, and otherwise as ordered by the Court, will not be treated as having filed a valid objection to the Settlement and will be forever barred from raising any objection to the Settlement.

IF YOU DO NOTHING

Questions? Go to www.xxxxxxxx.com or call 1-xxx-xxx-xxxx

25. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, etc. against the Released Parties (including the Defendant) regarding the Released Claims in this lawsuit.

GETTING MORE INFORMATION**26. How do I get more information?**

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.xxxxxxxxxx.com, by calling 1-xxx-xxx-xxxx or by writing to:

Empress Ambulance Settlement Administrator
PO Box 2059
Portland, OR 97208-2059

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK’S OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

Exhibit E

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

JOHN FINN and SALVATORE J.
CONTRISTANO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

EMPRESS AMBULANCE SERVICE, LLC,

Defendant.

Index No. 61058/2023

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

THIS MATTER having been brought before the Court on Motion for Preliminary Approval of a Class Action Settlement, filed by Plaintiffs John Finn and Salvatore J. Contristano (“Plaintiffs”); and the Court having considered the terms and conditions of the Class Action Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”); and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm’s length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant Empress Ambulance Service, LLC (“Defendant”).

IT IS ON THIS ___ DAY OF _____, 2023 ORDERED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs’ Motion for Preliminary Approval as Exhibit 1, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. This Court has jurisdiction over the claims at issue in this lawsuit, the Parties, and the subject matter herein.

3. This Order is based on Section 901, *et seq.* of the New York Civil Practice Law and Rules (“NY CPLR”).

4. The terms of the Parties’ Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of reasonableness, and that Notice of the proposed Settlement should be given as provided for in the Settlement Agreement.

PROCEDURAL HISTORY

5. On or about July 14, 2022, Empress discovered that an unauthorized individual or individuals had gained access to Empress’s network systems. Empress conducted an investigation and determined that the unknown parties first accessed Empress’s computer networks on May 26, 2022 and copied files on July 13, 2022.

6. Empress has determined that the Personal Information of approximately 307,687 persons may have been accessed in the Network Incident. On or about September 9, 2022 Empress notified patients, as well as the U.S. Department of Health and Human Services’ Office of Civil Rights, that the unauthorized individual(s) had access to the following Personal Information of the Empress patients and other affiliated persons (including Plaintiffs): patient names, dates of service, insurance information, and for some, Social Security numbers.

7. On September 22, 2022, Plaintiff Finn commenced the lawsuit captioned as *Finn v. Empress Ambulance Services, Inc. d/b/a Empress EMS*, No. 7:22-cv-08101, in the United States District Court for the Southern District of New York, alleging numerous claims for relief.

8. After *Finn* was filed in the Southern District of New York, numerous related actions were filed in New York state court (subsequently removed to federal court) and New York federal court (collectively, “Later-Filed Actions”).¹

9. All Later-Filed Actions were subsequently stayed by Judge Kenneth M. Karas pending settlement efforts. *Finn*, November 14, 2022 text Order.

10. Following mediation between counsel for Plaintiff Finn and Empress’s Counsel, and many subsequent weeks of negotiations to round out the Settlement Agreement, the parties executed the Settlement Agreement.

11. On May 11, 2023, Plaintiffs John Finn and Salvatore J. Contristano commenced this Action against Empress, No. 61058/2023, in the Supreme Court of the State of New York County of Westchester, now pending before the Honorable Gretchen Walsh.

12. Plaintiffs filed their motion for preliminary approval on June 16, 2023.

SETTLEMENT BENEFITS

13. The Settlement creates of a non-reversionary common Settlement Fund in the amount of \$1,050,000.00. Compensation will be paid from the Settlement Fund to Class Members who submit timely and valid Claim Forms that are approved by the Settlement Administrator. Claims will be subject to review by the Settlement Administrator. For defective claims, the

¹ See *Contristano v. Empress Ambulance Service, LLC*, No. 7:22-cv-09322-KMK (S.D.N.Y. Sept. 28, 2022); *Egan v. Empress Ambulance Service, LLC*, No. 7:22-cv-08584-KMK, (S.D.N.Y. Oct. 7, 2022); *Normand v. Empress Ambulance Services, Inc. d/b/a Empress EMS*, No. 7:22-cv-08590-KMK (S.D.N.Y. Oct. 9, 2022); *Cardwell v. Empress Ambulance Service, LLC d/b/a Empress Emergency Medical Services f/k/a Empress Ambulance Service, Inc.*, No. 7:22-cv-08603-KMK (S.D.N.Y. Oct. 10, 2022); *Colon v. Empress Ambulance Service LLC, d/b/a Empress Emergency Medical Services*, No. 7:22-cv-09322-KMK (S.D.N.Y. Oct. 11, 2022); *Castaldo v. Empress Ambulance Services, LLC, d/b/a Empress*, No. 7:22-cv-08663-KMK (S.D.N.Y. Oct. 12, 2022); *Ford v. Empress Ambulance Service LLC d/b/a Empress EMS*, No. 1:22-cv-08679-KMK (S.D.N.Y. Oct. 12, 2022); *Saunders v. Empress Ambulance Service LLC d/b/a Empress EMS*, No. 7:22-cv-0877-KMK (S.D.N.Y. Oct. 14, 2022).

Settlement Administrator will provide Claimants an opportunity to cure. The Settlement Fund will be used to provide the following Settlement Benefits:

Cash Settlement Payments

14. Class Members who have suffered documented out-of-pocket expenses that are more likely than not a result of the Network Incident may submit a Claim Form for payment of up to \$10,000 for reimbursement of Documented Losses. Claimed Documented Losses must be supported by Reasonable Documentation and are losses that are not otherwise recoverable through insurance.

15. In the alternative to the Documented Loss Payments, Class Members may submit a Claim Form electing to receive a pro rata cash Settlement Payment, i.e., a Cash Fund Payment. The amount of the Cash Fund Payment will be calculated in accordance with the Settlement Agreement.

Credit Monitoring and Insurance Services

16. In addition to or instead of electing one of the cash payment Settlement Benefits, all Class Members may submit a claim for 12 months of credit monitoring and insurance services (“CMIS”) provided by TransUnion. The CMIS Settlement Benefit will provide three credit bureau monitoring services and \$1 million in identity theft insurance. This Settlement Benefit will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Empress. Individuals who elected to utilize a previous offering of CMIS from Empress, or who obtained CMIS services from another provider because of the Network Incident, will be permitted to postpone activation of their CMIS Settlement Benefit for up to 12 months.

Data Security Commitments and Prospective Relief

17. The Settlement provides for additional non-monetary, prospective relief in the form of additional security enhancements to Empress's data security measures. *See* SA ¶ 2.1. Empress has agreed to adopt, continue, and/or implement these measures for a period of no less than three years from the Settlement Effective Date. All Settlement Class Members will get the benefit of this relief irrespective of whether they file a Claim Form.

SETTLEMENT CLASS CERTIFICATION

18. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All natural persons who are residents of the United States whose Personal Information was potentially compromised in the Network Incident and were sent via U.S. Mail notice by Empress that their Personal Information may have been compromised in the Network Incident. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their families; (2) Empress, its subsidiaries, parent companies, successors, predecessors, and any entity in which Empress or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

19. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of NY CPLR § 901, *et seq.* are satisfied and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under NY CPLR § 901(a)(1)–(5) and § 902 are present and satisfied.

20. NY CPLR § 901(a)(1)–(5): The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact exist as to all Settlement Class Members. Those common questions of law and fact predominate over individual issues and should be resolved in one proceeding with respect to all Settlement Class Members. The Class

Representatives' claims are typical of those of the Class. The class action mechanism is superior to alternative means for adjudicating and resolving this Action.

21. NY CPLR § 902(1)–(5): The Court has considered the following factors and determined that they weigh in favor of preliminary settlement approval, and that the action may proceed as a class action:

- a. the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- b. the impracticability or inefficiency of prosecuting or defending separate actions;
- c. the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- d. the desirability or undesirability of concentrating the litigation of the claim in the particular forum; and
- e. the difficulties likely to be encountered in the management of a class action.

22. The Court has also considered the following factors (*see, e.g., In re Colt Indus. S'holder Litig.*, 155 AD2d at 160), and finds that each of the following factors weighs in favor of preliminary approval: the likelihood of success, the extent of support from the parties, the judgment of counsel, the presence of bargaining in good faith, and the nature of the issues of law and fact.

SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVES

23. For the purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiffs John Finn and Salvatore J. Contristano are adequate Class Representatives for the Settlement Class and they are provisionally designated and appointed as the Class Representatives.

24. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are experienced and adequate counsel and are provisionally designated as Class Counsel:

Tina Wolfson
Andrew W. Ferich
AHDOOT & WOLFSON, PC

Ben Barnow
Anthony L. Parkhill
BARNOW AND ASSOCIATES, P.C.

NOTICE TO THE SETTLEMENT CLASS

25. The Court approves the proposed form of Notice and the Notice Plan. The Notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of NY CPLR § 904(b), *et seq.*, due process, the Constitution of the United States, the laws of New York, and all other applicable laws. The Notice is accurate, objective, informative, and provides the Settlement Class with all the information necessary in simple and easy-to-read terms to make an informed decision regarding their participation in the Settlement and its fairness. The Court also approves the manner and timing of the Notice to the Settlement Class as set forth in Section 6 of the Settlement Agreement, and hereby orders that the Notice to the Settlement Class shall be affected in accordance with the Settlement Agreement.

26. The Claim Form, Long Form Notice, and Summary Notice, attached as Exhibits A, D, and F, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy considerations of fairness

and due process. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto:

(a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

27. The Notice Plan set forth in the Settlement Agreement provides the best notice practicable under the circumstances and is hereby approved.

28. The Notice Date shall be _____, 2023 [**no later than 35 days after entry of the Preliminary Approval Order**];

29. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, this Preliminary Approval Order, and the operative complaint in the Action, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall further allow for submission of Requests of Exclusion electronically through the Settlement Website.

30. The Settlement Administrator is directed to carry out Notice and the Notice Plan, as set forth in the Settlement Agreement.

31. Within fourteen (14) days after the issuance of this Order, Empress will provide the Settlement Administrator with a list of any and all names, mailing addresses, telephone numbers, and email addresses of any and all Class Member that it has in its possession, custody, or control.

32. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator will send the Summary Notice (in Postcard form) by U.S. Mail, postage prepaid, to all Class Members.

33. For any Summary Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Settlement Administrator will re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail.

34. The Settlement Administrator will perform any further investigations deemed appropriate by the Settlement Administrator to effectuate Notice, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Empress.

EXCLUSIONS AND OBJECTIONS

35. Class Members will have sixty (60) days from the Notice Date to object to or to submit a request for exclusion from the Settlement. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via US Mail, such Request for Exclusion must be in writing and

must identify the case name *Finn, et al. v. Empress Ambulance Service, LLC*, NO. 61058/2023; state the name, address and telephone number of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Finn, et al. v. Empress Ambulance Service, LLC*, NO. 61058/2023.”

36. Any Class Member who wishes object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this Paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider on or before _____, 2023 [**exactly 60 days following the Notice Date**]. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Network Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all

other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

37. Any objections to the Settlement must be submitted to the Settlement Administrator, Class Counsel, and to the Court either by mailing them to 111 Dr. Martin Luther King Jr. Blvd. White Plains, NY 10601, or by filing them in person at the Supreme Court of the State of New York, Westchester County. Any Settlement Class Member who does not submit a timely, written objection or who does not comply with the procedures set forth in this Order will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, order and judgments in the action, which will be preclusive in all pending or future lawsuits or other proceedings.

38. Any Settlement Class Member who does not make their objections in the manner and by the date set forth herein shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

39. Without limiting the foregoing, any challenge to the Settlement Agreement, this Preliminary Approval Order, and the Final Approval Order and Judgment shall be pursuant to appeal under the NY CPLR and not through a collateral attack.

SETTLEMENT ADMINISTRATOR

40. Class Counsel is authorized to retain Settlement Administrator, Epiq Class Action and Claims Solutions, Inc. and/or its affiliate Hilsoft Notifications (together, “Epiq”), as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

41. Empress’s Counsel and Class Counsel are authorized to use and disclose information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order.

42. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, this conditional certification of the Settlement Class shall be void. The Defendant has reserved all its rights to oppose any and all future class certification motions on any grounds. Similarly, Plaintiffs reserve all rights, including the right to move for any and all future class certification and/or to continue with the litigation.

43. On _____, 2023 at _____ a.m./p.m. [**no earlier than 120 days following entry of the Preliminary Approval Order**], a Final Approval Hearing will be held in Courtroom ____ of the Supreme Court of the State of New York County of Westchester. The date and time of the Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court; and

44. Neither this Order, nor the Settlement Agreement, nor any other settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted against them or as to any liability by them as to any matter set forth in this order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement.

45. Defendant's deadline to file any responsive pleading to this action and any action for which a consolidation motion has been filed or could be filed is hereby **STAYED** in light of the proposed Settlement.

46. Should the Court deny Preliminary Approval or Final Approval of the proposed Settlement, Defendant's deadline to file answer, move, or otherwise plead shall be forty-five (45) days from the date of any order denying Preliminary or Final Approval.

47. In the event Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims and arguments thereto against Defendant and any other Released Persons, and Defendant and any other Released Persons shall retain any and all of their current defenses and arguments thereto (including, but not limited to, arguments that the requirements of NY CPLR §§ 901, *et seq.* are not satisfied for purposes of continued litigation). The Action shall thereupon revert

forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed. In such event, any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

48. The Motion for Preliminary Approval of the proposed settlement is hereby **GRANTED.**

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 202__

Honorable Gretchen Walsh

Exhibit F

Postcard NoticeFront of Postcard:

Empress Ambulance
Settlement Administrator
PO Box 2059
Portland, OR 97208-2059

Notice of Empress Ambulance Network Incident Class Action Settlement

Back of Postcard:

A proposed Settlement has been reached in a class action lawsuit against Empress Ambulance Service, LLC, regarding a "Network Incident." Plaintiffs allege that in July 2022, Empress discovered that unauthorized persons gained access to Empress's network systems, resulting in access to certain files or data that may have contained information concerning Empress's patients and other affiliated persons. **To submit a claim, please visit www.xxxxxxxx.com.**

You are receiving this notice because you may be a Settlement Class Member. Under the terms of the Settlement, you can recover the following benefits:

Settlement Payment Options

Documented Loss Payment: You may submit a Claim Form for a cash Settlement Payment of up to \$10,000 for reimbursement in the form of a Documented Loss Payment. To request a Documented Loss Payment, you must provide Reasonable Documentation to support your claim and that it is more likely than not related to the Network Incident; **OR**

Cash Fund Payment: In the alternative to a Documented Loss Payment, you may submit a Claim Form to receive a pro rata (equal share) cash Settlement Payment.

Credit Monitoring and Insurance Services: In addition to or instead of selecting one of the above cash Settlement Payment options, you also may submit a Claim Form for 12 months of free Credit Monitoring and Insurance Services provided by TransUnion, which includes three credit bureau monitoring services and \$1 million in identity theft insurance.

If you elected to use a previous offer of Credit Monitoring and Insurance Services from Empress, or you obtained Credit Monitoring and Insurance Services from another provider as a result of the Network Incident, you will be permitted to postpone activation of your Credit Monitoring and Insurance Services Settlement Benefit for up to 12 months.

The easiest way to submit a claim is online at www.xxxxxxxx.com using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a valid claim form, postmarked or submitted online on or before **Month DD, 20YY**. You can also exclude yourself or object to the Settlement on or before **Month DD, 20YY**. If you do not exclude yourself from the Settlement, you will remain in the Class and will give up the right to sue Empress and Released Parties in a separate lawsuit

about the claims resolved by the Settlement. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.xxxxxxxxxxxx.com.**

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at XX:XX x.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also listen to people who have asked to speak at the hearing. You may attend the Final Approval Hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary.

This notice is a summary. The Settlement Agreement and more information about the Settlement are available at www.xxxxxxxxxxxx.com or by calling toll-free 1-XXX-XXX-XXXX.