

CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT, HILLSBOROUGH COUNTY, FLORIDA
Kingsbury, et al. v. Evernorth Health Inc., et al.,
Case No. 26-CA-006880

Our records indicate you may be an MDLIVE user who accessed MDLIVE's portal, www.patient.mdlive.com, and engaged in any activity on the portal after signing in from May 30, 2023, through August 11, 2025, and you may be entitled to a payment from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Defendants Evernorth Health, Inc. and MDLIVE, Inc. ("Defendants"). The class action lawsuit alleges that Defendants disclosed sensitive information and private communications on MDLIVE's website to Google and Meta without consent in violation of state and federal law. Defendants expressly deny these allegations and that they violated any laws or engaged in any wrongdoing whatsoever but have agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.
- You may be included in the Settlement if you (i) accessed MDLIVE's portal, patient.mdlive.com, and engaged in any activity on the portal after signing in from May 30, 2023, through August 11, 2025, and (ii) had an active Facebook and/or Google account during that time period.
- If approved by the Court, Defendants will pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, Class Counsel's attorneys' fees and expenses, and incentive awards to each of the two named Plaintiffs up to a maximum amount of \$3,500,000. Under the terms of the Settlement, you may receive up to a \$15.00 Cash Payment.
- Please read this Notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY DECEMBER 1, 2026	This is the only way to receive a Cash Payment.
EXCLUDE YOURSELF BY NOVEMBER 16, 2026.	You will receive no benefits, but you will retain any rights you currently may have to sue the Defendants about the claims in this case.
OBJECT BY NOVEMBER 16, 2026.	Write to the Court explaining why you don't agree with the Settlement.
GO TO THE HEARING BY JANUARY 6, 2027.	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won't get a share of the Settlement benefits and will give up your rights to sue the Defendants about the claims in this case as set forth in the release contained in the Settlement Agreement.

- Your 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.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Christine Marlewski, of the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, is overseeing this case. The case is called *Kingsbury, et al. v. Evernorth Health Inc., et al.*, Case No. 26-CA-006880. The persons who have sued – here, Kelly Kingsbury and Erin Yates – are called the Plaintiffs. The Defendants are Evernorth Health, Inc. and MDLIVE, Inc.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Ms. Kingsbury and Ms. Yates) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that Defendants violated the Florida Security of Communications Act (“FSCA”), Fla. Stat. § 934.03, and the Electronic Communications Privacy Act, 18 U.S.C. 2511(1), *et seq.*, by disclosing website users’ sensitive information to Google and Meta without consent. The Defendants expressly deny these allegations and that they violated any laws or engaged in any wrongdoing whatsoever. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as: all MDLIVE users who accessed MDLIVE’s portal, patient.mdlive.com, and engaged in any activity on the portal after signing in from May 30, 2023, through August 11, 2025.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants have agreed to pay up to \$3,500,000 in settlement costs, which include Cash Payments to Settlement Class Members who submit valid claims, the cost to administer the Settlement, the cost to inform people about the Settlement, Class Counsel's attorneys' fees and expenses, and awards to the Class Representatives (the "Settlement Benefit Cap") (see Question 13).

7. How much will my payment be?

If you are a member of the Settlement Class, you may submit a Claim Form to receive a Cash Payment of up to \$15.00. To be eligible for payment, you must attest on the Claim Form that you are an MDLIVE user who accessed MDLIVE's portal, patient.mdlive.com, and engaged in any activity on the portal after signing in from May 30, 2023, through August 11, 2025, and that you had an active account with Facebook and/or Google during that time period. **You must submit a Claim Form** in order to receive any compensation under the Settlement.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for January 6, 2027. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their Cash Payment after the Settlement has been finally approved and all appeals, if any, are resolved. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to get a Cash Payment you **must** complete and submit a Claim Form by **December 1, 2026**. Claim Forms can be found and submitted by clicking [here](#), or by printing and mailing a paper Claim Form postmarked by December 1, 2026, copies of which are available for download from the Settlement Website.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Defendants based on all claims that were or could have been asserted relating to the subject matter of this Settlement, as described in the Released Claims defined in Section 1.24 of the Settlement Agreement. You will be “releasing” the Defendants and certain of their affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available on the “Important Documents” page on the Settlement Website.

The Settlement Agreement describes the Released Claims with specific descriptions (*see* Sections 1.24-1.26 and 3.1-3.2 of the Settlement Agreement), so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendants based on all claims that were or could have been asserted relating to the subject matter of this Settlement, as described in the Released Claims defined in Section 1.24 of the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Alec Leslie and Stephen Beck of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called Class Counsel. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees and expenses will be paid by Defendants, in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$3,500,000 Settlement Benefit Cap as attorneys’ fees, and no more than \$15,000 in litigation costs and expenses. However, any amount awarded is in the Court’s discretion. In no event will the Court award more than one-third of the Settlement Benefit Cap as attorneys’ fees, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid incentive awards from the Settlement Benefit Cap for helping to bring and settle the case. Each Class Representative will seek no more than \$5,000 as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that **you want to be excluded** from the *Kingsbury, et al. v. Evernorth Health Inc., et al.*, Case No. 26-CA-006880 settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must file your objection with the Court no later than **November 16, 2026, and** mail or deliver your request for exclusion no later than **November 16, 2026** to:

Kingsbury v. Evernorth Health Inc.
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

If you exclude yourself from the Settlement, you may not also file an objection. If you submit both a request for exclusion and an objection, the request for exclusion will prevail, and your objection will not be considered.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants for all claims that were or could have been asserted relating to the subject matter of this Settlement, as described in the Released Claims defined in Section 1.24 of the Settlement Agreement.

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

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Kingsbury, et al. v. Evernorth Health Inc., et al.*, Case No. 26-CA-006880, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendants' Counsel listed below.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees by November 1, 2026.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. You must file the objection with the Court no later than **November 16, 2026**. The Court's address is:

The Honorable Christine Marlewski
Circuit Court for the Thirteenth Circuit in and for Hillsborough County, Florida
800 E. Twiggs St.
Tampa, FL 33602

18. What's the difference between objecting and excluding myself from the Settlement?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at 9:30 am. on **January 6, 2027**, virtually by Zoom with meeting ID: 923-3319-0791. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.EHISettlement.com or email Class Counsel at info@bursor.com with the subject titled "MDLIVE". If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Kingsbury, et al. v. Evernorth Health Inc., et al.*, Case No. 26-CA-006880." It must include your name, address, telephone number, and signature, as well as the name and address of your lawyer if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **November 16, 2026**.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.EHISettlement.com. You may also write with questions to *Kingsbury v. Evernorth Health Inc.*, c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391. You can call the Settlement Administrator at (833)453-3739 or contact Class Counsel by emailing info@bursor.com, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case Settlement Website.