

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Civil/Class Action

<i>In re Consulting Radiologists Data Incident Litigation</i>	Case No.: 27-CV-24-9850 The Honorable Thomas J. Conley PRELIMINARY APPROVAL ORDER
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WHEREAS, this class action is pending in this Court (the “Litigation”);

WHEREAS, Plaintiffs Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf (“Plaintiffs”), individually and on behalf of all others similarly situated, and Consulting Radiologists, Ltd. (“CR” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Minnesota Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague,

Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Angeion Group as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described;

WHEREAS, the Court has read and considered: (a) Plaintiffs’ motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection with it; and (b) the Settlement Agreement and exhibits attached to it; and

WHEREAS, unless otherwise defined, the capitalized terms shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only, and pursuant to Rule 23 of the Minnesota Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

“All individuals residing in the United States whose Private Information was accessible in the Consulting Radiologists’ Data Incident disclosed in April 2024.”

The Settlement Class specifically excludes: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (1) class members are so numerous to make joinder impractical; (2) there are questions of law and fact common to the class; (3) the claims of the representative parties are typical of the claims or defenses of the class; (4) the named representatives will fairly and adequately represent the class; and (5) common questions of law or fact predominate such that a class action is superior to individual actions.

3. **Class Representatives and Settlement Class Counsel:** Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives. The Court further finds that Bryan L. Bleichner of Chestnut Cambronne PA, Anne T. Regan of Hellmuth & Johnson PLLC, Brian C. Gudmunson of Zimmerman Reed LLP, and E. Michelle Drake of Berger Montague PC are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds that the proposed settlement is within the range of reasonableness and that it is worthwhile to provide notice to the class.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at 8:30 am on February 25, 2026, by Zoom¹, for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;

¹ The Zoom link for the hearing is:

Meeting URL: <https://courts-state-mn-us.zoomgov.com/j/1617363268?pwd=SDZaQXNRVHRPaXFzRDQ5cEFhMU4xdz09>
Meeting ID: 161 736 3268
Passcode: 985976

- b. To determine whether to enter a Final Approval Order, as defined in the Settlement Agreement;
- c. To determine whether the Notice Plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards in the amount of \$1,000 per Class Representative and Class Counsel's combined Fee Award and Expenses in an amount up to \$660,000 are reasonable;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is authorized to retain Angeion Group (the "Settlement Administrator") to supervise and administer the Notice Plan in connection with the proposed Settlement as well as the processing of Claim Forms as set forth more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice, Short Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Litigation, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for Fee Award and Expenses, of Class Representatives' request for a Service Award, of Class Members' right to object to the Settlement, of Class Members' right to exclude themselves from the Settlement Class, and of Class Members' right to appear at the Final Approval Hearing; (iii) constitutes due, adequate

and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Minnesota Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing, along with the Zoom link, shall be included in the Notice before it is distributed.

8. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within ninety (90) days after Notice is sent to the Settlement Class Members. If a Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator to effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class.** Any Settlement Class Members who wish to be excluded from the Settlement Class must mail a written notification of their intent to exclude themselves from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-

Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** Unless permitted by the Court, no Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed first-class postage prepaid to the Settlement Administrator and submitted to the Court at the addresses listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. The objection must also include all of the information set forth in Paragraph 81 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her

attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

12. Any Settlement Class Member who fails to comply with the provisions in Paragraph 81 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Litigation or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Awards, or the motion for Fee Award and Expenses.

13. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or of the certifiability of any class. Nor shall this Order be construed or used as an admission,

concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

15. **Stay of Proceedings and Temporary Injunction**. Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Parties.

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

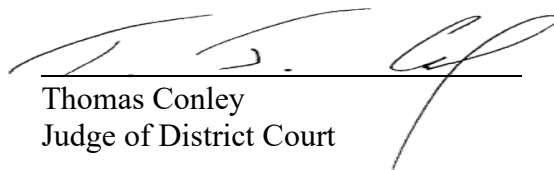
17. **Summary of Deadlines**. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

<u>Grant of Preliminary Approval</u>	
CR provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
CR provides payment for Notice	+20 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out

<u>Final Approval Hearing</u>	+100 days after Preliminary Approval Order
Motion for Final Approval	-14 Days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 30 of the Agreement
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+14 days after Effective Date
Payment of Claims	+30 days after the Effective Date, or +60 days after the Claims Deadline, whichever is later
Settlement Website Deactivation	+120 days after Payment of Claims

IT IS SO ORDERED this 30th day of October 2025.

BY THE COURT:


 Thomas Conley
 Judge of District Court