

— EXHIBIT 1 —

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Linda Hulewat; Karen Foti Williams;
Ralph Gallegos; Michael Martinez;
Lynnae Anderson; Candia Franklin; Marie
Therese Montoya; Charles Peterson;
Robert Kirk; Marilyn Zajacka; Lynda
Israel; Latricia Pelt; Barry Pelt; Ken
Waters; Brenda Moreno-Decerra; Robert
Ahrensdorf; and David Yeager;
individually, and all others similarly
situated,

Plaintiffs,

v.

Medical Management Resource Group,
L.L.C.; Barnet Dulaney Perkins Eye
Center, PC; Marc Ellman, M.D., P.A.
d/b/a Southwest Eye Institute;
Southwestern Eye Center, Ltd.; Eye
Associates of Nevada d/b/a Wellish
Vision Institute

Defendant.

Case No. 2:24-cv-00377-DJH

**CLASS ACTION SETTLEMENT
AGREEMENT**

This Settlement Agreement is made and entered into by and among the following
Settling Parties (defined below): Linda Hulewat; Karen Foti Williams; Ralph Gallegos;
Michael Martinez; Lynnae Anderson; Marie Therese Montoya; Charles Peterson; Robert
Kirk; Marilyn Zajacka; Lynda Israel; Latricia Pelt; Barry Pelt; Ken Waters; Robert

1 Ahrensdorf; and David Yeager (collectively, “Plaintiffs”), individually and on behalf of
2 the Settlement Class (defined below), by and through their counsel of record, and Medical
3 Management Resource Group, L.L.C.; Barnet Dulaney Perkins Eye Center, PC; Marc
4 Ellman, M.D., P.A. d/b/a Southwest Eye Institute; Southwestern Eye Center, Ltd.; Eye
5 Associates of Nevada d/b/a Wellish Vision Institute. (collectively the “Defendant” or
6 “American Vision”), by and through its counsel of record. The Settlement Agreement
7 (defined below) is subject to Court approval and is intended by the Settling Parties to fully,
8 finally, and forever resolve, discharge, and settle the Released Claims (defined below),
9 upon and subject to the terms and conditions thereof.

13 I. THE LITIGATION

14 This litigation arises from a cyberattack which occurred on or about November 14,
15 2023, wherein an unauthorized third party gained access to Defendant’s computer network
16 and the information of approximately 1,600,000 individuals, including Social Security
17 numbers for approximately 258,070 U.S. residents (the “Data Breach”).

19 On February 23, 2024, Plaintiffs filed a class action complaint against defendants
20 Medical Management Resource Group, L.L.C. d/b/a American Vision Partners (“American
21 Vision”); Barnet Dulaney Perkins Eye Center, PC; Marc Ellman, M.D., P.A. d/b/a
22 Southwest Eye Institute; Southwestern Eye Center, Ltd.; Eye Associates of Nevada d/b/a
23 Wellish Vision Institute to remedy the injuries caused by Defendant’s misconduct.
24 Defendant subsequently filed a Motion to dismiss, which was granted as to Defendants Eye
25 Associates of Nevada d/b/a Wellish Vision Institute and Marc Ellman, M.D. P.A. d/b/a
26 Southwest Eye Institute on May 16, 2025.

1 Prior to reaching this Settlement Agreement, the Parties engaged in informal
2 discovery to ensure that their negotiations were fully informed, including obtaining
3 information regarding American Vision's financials. The Parties acknowledge and
4 represent that the relief provided for in this Settlement Agreement is informed by the
5 financials of American Vision. On August 28, 2025, the Parties filed their Notice of
6 Settlement, informing the Court that they had agreed on the material terms of the
7 Settlement and requesting an additional 45 days to negotiate the finer points of the
8 agreement and move for preliminary approval. During this time, the Parties continued to
9 discuss settlement. The Parties have now finalized their settlement, which is memorialized
10 in this settlement agreement and attached exhibits ("Settlement Agreement").

14 **II. THE CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF**
15 **SETTLING**

16 Plaintiffs believe the claims asserted in the Litigation, as set forth in the
17 Consolidated Class Action Complaint, have merit. Plaintiffs and Class Counsel (defined
18 below) recognize and acknowledge, however, the expense and length of continued
19 proceedings necessary to prosecute the Litigation against American Vision through
20 continued motion practice, trial, and potential appeals. They have also considered the
21 uncertain outcome and risk of further litigation, as well as the difficulties and delays
22 inherent in such litigation, especially in complex class actions. Class Counsel are highly
23 experienced in class action litigation and very knowledgeable regarding the relevant
24 claims, remedies, and defenses at issue generally in such litigation and in this Litigation.
25 They have determined that the settlement set forth in this Settlement Agreement is fair,
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1 reasonable, and adequate, and in the best interests of the Settlement Class.

2 **III. DENIAL OF WRONGDOING AND LIABILITY**

3
4 American Vision denies each and all of the claims and contentions alleged against
5 it in the Litigation. American Vision denies all charges of wrongdoing or liability as
6 alleged, or which could be alleged, in the Litigation. Nonetheless, American Vision has
7 concluded that further litigation would be protracted and expensive, and that it is desirable
8 that the Litigation be fully and finally settled in the manner and upon the terms and
9 conditions set forth in this Settlement Agreement. American Vision has considered the
10 uncertainty and risks inherent in any litigation. American Vision has, therefore, determined
11 that it is desirable and beneficial that the Litigation be settled in the manner and upon the
12 terms and conditions set forth in this Settlement Agreement.

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15 **IV. SETTLEMENT TERMS & DEFINITIONS**

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17 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
18 among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and
19 American Vision that, subject to the approval of the Court, the Litigation, and the Released
20 Claims shall be finally and fully compromised, settled, and released, and the Litigation
21 shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except
22 those members of the Settlement Class who timely opt-out of the Settlement, upon and
23 subject to the terms and conditions of this Settlement Agreement, as follows:

24
25
26 **1. Definitions**

27 As used in the Settlement Agreement, the following terms have the meanings
28 specified below:

1.1 “Action” or “Litigation” means the action titled, *Hulewat et al. v. Medical Management Resource Group LLC d/b/a American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH (D. Ariz.).

1.2 “Agreement” or “Settlement Agreement” means this agreement, exhibits, and the settlement embodied herein.

1.3 “Claim” means a claim for Settlement benefits made under the terms of this Settlement Agreement.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶¶ 2.1 and 2.2, which shall be 90 days after the Notice Deadline.

1.5 “Claim Form” means the claim form to be used by Damages Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.6 “Class Counsel” means Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Raina C. Borrelli of Strauss Borrelli PLLC, Terence Coates of Markovits, Stock & DeMarco, LLC, and J. Austin Moore of Stueve Siegel Hanson LLP.

1.7 “Court” means the United States District Court for the District of Arizona.

1.8 “Damages Class Benefits” means the Settlement benefits (as described below) available to the Damages Settlement Class Members. The Damages Class Benefits will be funded by American Vision in an amount not to exceed \$1,750,000, inclusive of (i) all Valid Claims for Settlement benefits made under ¶ 2.1; (ii) reasonable Notice and Settlement Administration Costs (including publication notice for the Injunctive Relief

1 Class) (defined below); (iii) any attorneys' fees, costs, and expenses, as approved by the
2 Court; and (iv) any Service Awards approved by the Court.

3
4 1.9 "Damages Settlement Class Members" or "Damages Class" means the
5 approximately 258,070 U.S. residents whose Social Security numbers and other personal
6 information were compromised in the Data Breach. Excluded from the Damages Class are
7 the Defendant, their representatives, any judicial officer presiding over the matter, and such
8 judicial officers' immediate family members and staff. The Damages Settlement Class
9 Members are eligible to submit a claim under the Damages Class Benefits. Plaintiffs Karen
10 Foti Williams, Michael Martinez, Robert Kirk, Lynda Israel, Ken Waters, and David
11 Yeager are Damages Settlement Class Members.
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14 1.10 "Defendant" means Medical Management Resource Group, L.L.C.; Barnet
15 Dulaney Perkins Eye Center, PC; Marc Ellman, M.D., P.A. d/b/a Southwest Eye Institute;
16 Southwestern Eye Center, Ltd.; Eye Associates of Nevada d/b/a Wellish Vision Institute
17 (collectively "American Vision").
18

19 1.11 "Defendant's Counsel" means Craig J. Mariam of Gordon Rees Scully
20 Mansukhani, LLP.
21

22 1.12 "Dispute Resolution" means the process for resolving disputed Claims as set
23 forth in this Settlement Agreement.

24 1.13 "Effective Date" means the first date by which all of the events and
25 conditions specified in ¶ 1.14 herein have occurred and been met.
26

27 1.14 "Final" means the occurrence of all of the following events: (i) the settlement
28 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered

1 a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission
2 to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in
3 its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to
4 which such appeal may be taken, and such dismissal or affirmance has become no longer
5 subject to further appeal or review. Notwithstanding the above, any order modifying or
6 reversing any attorneys' fee award or service award made in this case shall not affect
7 whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.
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10 1.15 "Injunctive Relief Class" means all individuals whose personal information
11 is collected or maintained by Defendant. Excluded from the Injunctive Relief Class are
12 Defendant, their representatives, any judicial officer presiding over the matter, and such
13 judicial officers' immediate family members and staff. Plaintiffs Linda Hulewat; Karen
14 Foti Williams; Ralph Gallegos; Michael Martinez; Lynnae Anderson; Marie Therese
15 Montoya; Charles Peterson; Robert Kirk; Marilyn Zajacka; Lynda Israel; Latricia Pelt;
16 Barry Pelt; Ken Waters; Robert Ahrens Dorf; and David Yeager are Injunctive Relief Class
17 Members.
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20 1.16 "Judgment" means a judgment rendered by the Court.
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22 1.17 "Long Form Notice" means the long form notice of settlement posted on the
23 Settlement Website, substantially in the form as shown in Exhibit C attached hereto.
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25 1.18 "Notice Date" means 45 days following entry of the Preliminary Approval
26 Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-
27 Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice
28 Date.

1 1.19 “Notice and Settlement Administration Cost” means all costs incurred or
2 charged by the Settlement Administrator in connection with providing Notice to Settlement
3 Class Members and costs of administering the Settlement Fund, except as otherwise
4 provided for in Section 3.2.
5

6 1.20 “Notice Program” means steps taken by the Settlement Administrator to
7 notify members of the Damages Settlement Class and Injunctive Relief Class of the
8 Settlement as set forth below.
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10 1.21 “Objection Date” means the date by which the Damages Settlement Class
11 Members must mail to Class Counsel and Defendant’s Counsel, or in the alternative, file
12 with the Court their objection to the Settlement Agreement for that objection to be
13 effective, which shall be 60 days after the Notice Date. The postmark date shall constitute
14 evidence of the date of mailing for these purposes.
15

16 1.22 “Opt-Out Date” means the date by which the Damages Settlement Class
17 Members must mail their requests to be excluded from the Settlement Class for that request
18 to be effective, which shall be 60 days after the Notice Date. The postmark date shall
19 constitute evidence of the date of mailing for these purposes.
20

21 1.23 “Person” means an individual, corporation, partnership, limited partnership,
22 limited liability company or partnership, association, joint stock company, estate, legal
23 representative, trust, unincorporated association, government or any political subdivision
24 thereof, and any business or legal entity, and their respective spouses, heirs, predecessors,
25 successors, representatives, agents and/or assignees.
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1 1.24 “Plaintiffs” or “Named Plaintiffs” mean Linda Hulewat; Karen Foti
2 Williams; Ralph Gallegos; Michael Martinez; Lynnae Anderson; Marie Therese Montoya;
3 Charles Peterson; Robert Kirk; Marilyn Zajacka; Lynda Israel; Latricia Pelt; Barry Pelt;
4 Ken Waters; Robert Ahrens Dorf; and David Yeager.
5

6 1.25 “Preliminary Approval Order” means the order preliminarily approving the
7 Settlement Agreement and ordering that notice be provided to the Settlement Class. The
8 Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit D
9 attached hereto.
10

11 1.26 “Released Claims” shall collectively mean any and all past, present, and
12 future claims, liabilities, rights, demands, obligations, suits, actions or causes of action of
13 every kind and description including, but not limited to, any causes of action arising under
14 or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common
15 law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§
16 45 *et seq.*, and all similar statutes in effect in any states in the United States as defined
17 below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
18 17200, *et seq.* and all similar state consumer-protection statutes; violations of the California
19 Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state
20 privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ.
21 Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the
22 United States; negligence; negligence *per se*; breach of contract; breach of implied contract;
23 breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
24 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
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1 wantonness; failure to provide adequate notice pursuant to any breach notification statute
2 or common law duty; and including, but not limited to, any and all claims for damages,
3 injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and
4 expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future
5 damages, statutory damages, punitive damages, special damages, exemplary damages,
6 restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or
7 unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other
8 form of legal or equitable relief that either has been asserted, was asserted, or could have
9 been asserted, by any member of the Damages Settlement Class against any of the Released
10 Parties based on, relating to, concerning or arising out of the Data Breach and alleged theft
11 of other personal information or the allegations, transactions, occurrences, facts, or
12 circumstances alleged in or otherwise described in the Litigation. Released Claims shall not
13 include the right of any Damages Settlement Class Member or any of the Released Parties
14 to enforce the terms of the settlement contained in this Settlement Agreement, and shall not
15 include the claims of the Damages Settlement Class Members who have timely excluded
16 themselves from the Settlement Class.

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18 1.27 "Related Entities" means Defendant's past or present parents, subsidiaries,
19 divisions, and related or affiliated entities, and each of their respective predecessors,
20 successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and
21 includes, without limitation, any Person related to any such entity who is, was or could
22 have been named as a defendant in any of the actions in the Litigation, other than any
23 Person who is found by a court of competent jurisdiction to be guilty under criminal law
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1 of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach
2 or who pleads *nolo contendere* to any such charge.

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4 1.28 “Released Parties” means Defendant and its Related Entities and each of their
5 past or present parents, subsidiaries, divisions, and related or affiliated entities, and each
6 of their respective predecessors, successors, directors, officers, principals, agents,
7 attorneys, insurers, and reinsurers.

8
9 1.29 “Settlement Administration” means the processing of Notice and the
10 processing and payment of Claims received from Damages Settlement Class Members by
11 the Settlement Administrator.

12
13 1.30 “Settlement Administrator” means Kroll Settlement Administration, a
14 company experienced in administering class action claims generally and specifically those
15 of the type provided for and made in data breach litigation.

16
17 1.31 “Settlement Class” means both the Injunctive Relief Class and the Damages
18 Settlement Class.

19
20 1.32 “Settlement Class Members” means all persons who are members of the
21 Injunctive Relief Class and the Damages Settlement Class.

22
23 1.33 “Settlement Fund” means a non-reversionary common fund to be funded by
24 American Vision in the amount of \$1,750,000.

25
26 1.34 “Settlement Website” means a website, the URL for which to be mutually
27 selected by the Settling Parties, that will inform Settlement Class Members of the terms of
28 this Settlement Agreement, their rights, dates and deadlines and related information, as

1 well as provide the Damages Settlement Class Members with the ability to submit a Claim
2 online.

3
4 1.35 “Settling Parties” means, collectively, American Vision and Plaintiffs,
5 individually and on behalf of the Settlement Class, and all Released Parties.

6 1.36 “Short Form Notice” means the short form notices of the proposed class
7 action settlement, substantially in the form as shown in Exhibit B attached hereto. The
8 Short Form Notice will direct recipients to the Settlement Website and inform Damages
9 Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and
10 Objection Deadlines, and the date of the Final Fairness.
11

12
13 1.37 “Unknown Claims” means any of the Released Claims that Plaintiffs do not
14 know or suspect to exist in their favor at the time of the release of the Released Parties that,
15 if known by them, might have affected their settlement with, and release of, the Released
16 Parties, or might have affected their decision not to object to and/or to participate in this
17 Settlement Agreement. With respect to any and all Released Claims, the Settling Parties
18 stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall
19 have waived the provisions, rights, and benefits conferred by California Civil Code § 1542,
20 (or any similar comparable, or equivalent provision of any federal, state or foreign law, or
21 principle of common law which is similar, comparable, or equivalent to California Civil
22 Code §1542), which provides:
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26 A GENERAL RELEASE DOES NOT EXTEND TO
27 CLAIMS THAT THE CREDITOR OR RELEASING
28 PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN
HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, AND THAT, IF KNOWN BY HIM OR

1 HER, WOULD HAVE MATERIALLY AFFECTED HIS
2 OR HER SETTLEMENT WITH THE DEBTOR OR
3 RELEASED PARTY.

4 Plaintiffs may hereafter discover facts in addition to, or different from, those that
5 they, and any of them, now know or believe to be true with respect to the subject matter of
6 the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully,
7 finally and forever settled and released any and all Released Claims. The Settling Parties
8 acknowledge that the foregoing waiver is a material element of the Settlement Agreement
9 of which this release is a part.
10

11 1.38 “Valid Claims” means Claims in an amount approved by the Settlement
12 Administrator or found to be valid through the claims processing and/or Dispute Resolution
13 process.
14

15 **2. Settlement Structure**

16 2.1.3. Use of the Settlement Fund: The Settlement Fund shall be used to pay
17 for (i) reasonable Notice and Settlement Administration Costs incurred in the
18 administration of both the Damages Settlement Class and the Injunctive Relief Class,
19 including all taxes owed by the Settlement Fund and publication notice to the Injunctive
20 Relief Class, except as otherwise provided for in Section 3.2; (ii) any attorneys’ fees, costs,
21 and expenses, as approved by the Court; (iii) any Service Awards approved by the Court;
22 and (iv) any Damages Class Benefits to Damages Settlement Class Members, pursuant to
23 the terms and conditions of this Agreement. In no event shall the total costs of Damages
24 Class Benefits exceed \$1,750,000.
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28 **2.1 Damages Class Benefits**

1 2.2.1 The Damages Settlement Class Members shall have the opportunity
2 to submit a Claim for Damages Class Benefits on or before the Claims Deadline. The
3 Damages Class Benefits, as described below, shall include (1) Pro-Rata Cash Payments; or
4 (2) Out-of-Pocket Expense Claims. These benefits shall be paid from the \$1,750,000 non-
5 reversionary Settlement Fund.
6

7 a) Pro-Rata Cash Payment: Damages Settlement Class Members may submit
8 a Claim for a pro rata cash payment. The Settlement Administrator will
9 make *pro rata* settlement payments, which may increase or decrease the
10 subject to the Settlement Fund cap (described below).
11

12 b) Out-of-Pocket Expense Claims: Damages Settlement Class Members may
13 submit a Claim for reimbursement of documented out-of-pocket losses
14 reasonably and fairly traceable to the Data Breach. Out-of-Pocket-
15 Expense Claims will include, without limitation, unreimbursed losses
16 relating to fraud or identity theft; professional fees including attorneys'
17 fees, accountants' fees, and fees for credit repair services; costs associated
18 with freezing or unfreezing credit with any credit reporting agency; credit
19 monitoring costs that were incurred on or after November 2023 that the
20 claimant attests were caused or otherwise incurred as a result of the Data
21 Breach, through the date of claim submission; and miscellaneous
22 expenses such as notary, data charges (if charged based on the amount of
23 data used) fax, postage, copying, mileage, cell phone charges (only if
24 charged by the minute), and long-distance telephone charges. Settlement
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1 Class Members shall not be reimbursed for expenses if they have been
2 reimbursed for the same expenses by another source, including
3 compensation provided in connection with the credit monitoring and
4 identity theft protection product offered as part of the notification letter
5 provided by Defendant or otherwise. Damages Settlement Class
6 Members with Out-of-Pocket-Expense Claims must submit
7 documentation and attestation supporting their claims. This may include
8 receipts or other documentation, not “self-prepared” by the claimant, that
9 documents the costs incurred. “Self-prepared” documents such as
10 handwritten receipts are, by themselves, insufficient to receive
11 reimbursement, but may be considered to add clarity or support to other
12 submitted documentation. Out-of-Pocket Expense Claims must include
13 an attestation that the monetary losses are fairly traceable to the Data
14 Breach and were not incurred due to some other event or reason.

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19 2.2.2 Damages Settlement Class Members may either (1) submit a claim for
20 the Pro-Rata Cash Payment or (2) submit a claim for Out-of-Pocket Expenses. If a claim
21 for Out-of-Pocket Expenses is denied, the Settlement Class Member will automatically be
22 eligible to receive a Pro-Rata Cash Payment.

23
24 2.2.3 Damages Settlement Class Members’ claims for Out-of-Pocket
25 Losses are subject to an individual cap of \$3,000 per claimant.

26
27 2.3 Injunctive Relief: As additional consideration for the dismissal and release of
28 injunctive claims by the Injunctive Relief Class, Defendant agrees to implement and

1 maintain the following cybersecurity measures for at least three (3) years following the
2 Effective Date. The value of these cybersecurity measures is approximately \$2,787,630.
3
4 These business practice commitments shall constitute contractually enforceable obligations
5 of the Settlement Agreement, with all costs of implementation and maintenance to be borne
6 solely by Defendant, separate and apart from the Damages Class Settlement Fund:

- 7
- 8 a) Chief Information Officer. Creation and maintenance of a Chief Information Officer
9 (CIO) role, responsible for managing AVP's information technology environment
10 and mitigating cybersecurity risks, including filling the role of working with AVP's
11 Security Officer.
- 12
- 13 b) Information Security Training Specialist. Retention of a dedicated Information
14 Security Training Specialist, specifically responsible for managing cybersecurity
15 training across the enterprise in consultation with the Security Officer.
- 16
- 17 c) Cybersecurity Steering Committee. Operation of a cross-functional Cybersecurity
18 Steering Committee, consisting of the company's Security Officer, CIO, CEO,
19 General Counsel, and other senior management personnel, tasked with overseeing
20 AVP's cybersecurity program and meeting periodically to manage and coordinate
21 cybersecurity governance and risk management issues.
- 22
- 23 d) Enhanced Cybersecurity Training. Implementation and maintenance of an
24 enterprise-wide cybersecurity training program, including a supplemental Security
25 Awareness Policy and course for all employees.
- 26
- 27 e) Penetration Testing. In addition to monthly vulnerability scanning, engagement of
28 an independent third-party vendor to conduct periodic penetration testing of AVP's

1 systems, leveraging the Common Vulnerability Scoring System (CVSS) framework
2 to classify the severity of identified risks.

3
4 f) Enhanced Data Classification Policies. Implementation and maintenance of
5 enhanced data classification policies and backend data classification solutions to
6 streamline management of, and access to, electronic protected health information
7 (ePHI), including additional access controls to reduce AVP's potential attack
8 surface.

9
10 g) Third-party management of SIEM, SOC, and firewall. Implementation of additional
11 cybersecurity measures run by an external security provider, including SIEM, SOC,
12 and management of corporate firewall.

13
14 h) Email Security. Implementation of improved email security gateway.

15
16 i) Disaster Recovery Solution. Implementation of improved disaster recovery
17 solution.

18
19 j) Security Risk Assessments. Performance of regular security risk assessments with
20 external vendors to evaluate the effectiveness of AVP's cybersecurity program and
21 remediate or reasonably mitigate any identified vulnerabilities.

22
23 k) Amended Security Policies. Adoption, implementation, and ongoing maintenance
24 of amended security policies, including an updated incident response policy and
25 related protocols to govern detection, response, and remediation of future security
26 incidents.

27 American Vision shall provide to Class Counsel a declaration attesting to
28 implementation of the business practice commitments set forth above within thirty (30)

1 days of the Effective Date. Such declaration shall be treated as confidential and cannot be
2 used for any purpose other than enforcement of this Settlement Agreement. If at any time
3 Class Counsel has reasonable cause to believe American Vision is not complying with its
4 contractual business practice commitments, the Parties are required to meet and confer to
5 discuss the issue prior to seeking Court intervention. The Court will retain jurisdiction to
6 enforce this Settlement Agreement including the business practice commitments set forth
7 above.
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9
10 2.4 Notice Deadline: Damages Settlement Class Members seeking reimbursement
11 under ¶¶ 2.1 or 2.2 must complete and submit a Claim Form to the Settlement
12 Administrator, postmarked or submitted online on or before the 90th day after the Notice
13 Date. The notice to the Damages Settlement Class will specify this deadline and other
14 relevant dates described herein. The Claim Form must be verified by the Damages
15 Settlement Class Member with a statement that his or her claim is true and correct, to the
16 best of his or her knowledge and belief. Notarization shall not be required.
17

18 2.5 Dispute Resolution

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20 2.5.1 The Settlement Administrator, in its sole discretion to be reasonably
21 exercised, will determine whether: (1) the Claimant is a Damages Settlement Class
22 Member; (2) the Claimant has provided all information needed to complete the Claim
23 Form, including any documentation that may be necessary to reasonably support the Out-
24 of-Pocket Expenses Claims described above; and (3) the information submitted could lead
25 a reasonable person to conclude that more likely than not the Claimant has suffered the
26 claimed losses as a result of the Data Breach (collectively, “Facially Valid”). The
27
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1 Settlement Administrator shall have the sole discretion and authority to determine whether
2 and to what extent documentation for Out-of-Pocket Expenses reflect valid Out-of-Pocket
3 Expenses actually incurred that are fairly traceable to the Data Breach, but may consult
4 with Class Counsel in making individual determinations. Out-of-Pocket Expenses will be
5 presumed “fairly traceable” if: (1) the timing of the losses occurred on or after November
6 2023; and (2) the personal information used to commit identity theft or fraud consisted of
7 the same type of personal information that was provided to Defendant prior to the Data
8 Breach. The Settlement Administrator is authorized to contact any Settlement Class
9 Member to seek clarification regarding a submitted claim prior to making a determination
10 as to its validity. Out-of-Pocket Expenses are not eligible for reimbursement to the extent
11 a Damages Settlement Class Member has already been reimbursed for the same expense
12 by any other source, including any compensation provided in connection with the credit
13 monitoring product previously offered by Defendant.
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18 2.5.2 To the extent the Settlement Administrator determines a claim is
19 deficient in whole or in part, within a reasonable time of making such a determination, but
20 no later than 14 days after the Claims Deadline, the Settlement Administrator is authorized
21 to contact the Damages Settlement Class Member via telephone or e-mail in an attempt to
22 informally resolve the deficiency prior to sending a formal deficiency notice. If the
23 deficiency is not resolved in this manner, the Settlement Administrator shall formally
24 notify the Damages Settlement Class Member of the deficiencies and give the Damages
25 Settlement Class Member 15 days to cure the deficiencies. Such notifications shall be sent
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1 via e-mail, unless the Claimant did not provide an e-mail address, in which case such
2 notifications shall be sent via U.S. mail.

3
4 2.5.3 If the Damages Settlement Class Member attempts to cure the
5 deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails
6 to do so, the Settlement Administrator shall notify the Damages Settlement Class Member
7 of that determination within 10 days of the determination that the deficiencies have not
8 been cured. The Settlement Administrator may consult with counsel with Class Counsel
9 prior to making such determinations. The notice shall inform the Damages Settlement Class
10 Member of his or her right to dispute in writing the deficiency determination and of his or
11 her right to request an appeal of this determination within 30 days of the deficiency
12 determination.

13
14 2.5.4 If a Damages Settlement Class Member disputes in writing a
15 determination and requests an appeal, the Settlement Administrator shall provide Class
16 Counsel and Defendant's Counsel a copy of the Damages Settlement Class Member's
17 dispute and his or her Claim Form along with all documentation or other information
18 submitted by the Damages Settlement Class Member. Class Counsel and Defendant's
19 Counsel shall confer regarding the claim submission, and their agreement on approval or
20 denial of the Damages Settlement Class Member's claim, in whole or in part, will be final.

21 **3. Notice and Settlement Administration Expenses**

22 3.1 All Notice and Settlement Administration Costs, including, without
23 limitation, the fees and expenses of the Settlement Administrator, shall be paid for from
24 the Settlement Fund, except as set forth below.
25
26
27
28

1 3.2 The Parties agree that: (a) American Vision shall be responsible for any such
2 increased notice costs, outside of and in addition to the Settlement Fund; or (b) American
3 Vision may elect to remove the Injunctive Relief Class from the Settlement and proceed
4 solely with the Damages Class Settlement on the same terms.
5

6 **4. Opt-Out Procedures**

7 4.1 Each Damages Settlement Class Member wishing to opt-out of the
8 Settlement Class shall individually sign and timely submit written notice of such intent to
9 the designated Post Office box established by the Settlement Administrator. The written
10 notice must clearly manifest the Damages Settlement Class Member's intent to opt-out of
11 the Damages Settlement Class. To be effective, written notice must be postmarked no later
12 than 60 days after the Notice Date.
13

14 4.2 All Persons who submit valid and timely notices of their intent to opt-out of
15 the Damages Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs,"
16 shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.
17 All Persons falling within the definition of the Damages Settlement Class who do not opt-
18 out of the Damages Settlement Class in the manner set forth in ¶ 4.1 above shall be bound
19 by the terms of this Settlement Agreement and Judgment entered thereon.
20

21 **5. Objection Procedure**

22 5.1 Each Damages Settlement Class Member desiring to object to the Settlement
23 Agreement shall submit a timely written notice of his or her objection by the Objection
24 Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name
25 and docket number: *Hulewat et al. v. Medical Management Resource Group LLC d/b/a*
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1 *American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH; (iii) a written statement of
2 all grounds for the objection, including whether the objection applies only to the objector,
3 to a subset of the Damages Settlement Class, or to the entire Damages Settlement Class,
4 accompanied by any legal support for the objection the objector believes applicable; (iv)
5 the identity of any and all counsel representing the objector in connection with the
6 objection; (v) a statement whether the objector and/or his or her counsel will appear at the
7 Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's
8 duly authorized attorney or other duly authorized representative (if any) representing him
9 or her in connection with the objection. To be timely, written notice of an objection in the
10 appropriate form must be mailed, with a postmark date no later than 60 days from the
11 Notice Date, to the Settlement Administrator at the address provided in the Notice. The
12 Settlement Administrator will promptly inform Class Counsel and Counsel for the
13 Defendant of the objection. The objector or his or her counsel may also file their Objection
14 with the Court through the Court's ECF system, with service on Class Counsel and
15 Defendant's counsel, to be made through the ECF system. For all objections mailed to the
16 Settlement Administrator, Class Counsel will file them with the Court as an exhibit to
17 Plaintiffs' motion for final approval.

23 5.2 Any Damages Settlement Class Member who fails to comply with the
24 requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may
25 have to appear separately and/or to object to the Settlement Agreement, and shall be bound
26 by all the terms of the Settlement Agreement and by all proceedings, orders and judgments
27 in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall
28

1 be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the
2 Settlement Agreement, the final order approving this Settlement Agreement, or the
3 Judgment to be entered upon final approval shall be pursuant to appeal under the Federal
4 Rules of Appellate Procedure and not through a collateral attack.
5

6 **6. Settlement Class Certification**

7
8 6.1 The Settling Parties agree, for purposes of this settlement only, to the
9 certification of the Settlement Class. If the settlement set forth in this Settlement
10 Agreement is not approved by the Court, or if the Settlement Agreement is terminated or
11 cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement,
12 and the certification of the Settlement Class provided for herein, will be vacated and the
13 Litigation shall proceed as though the Settlement Class had never been certified, without
14 prejudice to any Person's or Settling Party's position on the issue of class certification or
15 any other issue. The Settling Parties' agreement to the certification of the Settlement Class
16 is also without prejudice to any position asserted by the Settling Parties in any other
17 proceeding, case or action, as to which all of their rights are specifically preserved.
18
19

20 **7. Releases**

21
22 7.1 Upon the Effective Date, each Damages Settlement Class Member shall be
23 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
24 released, relinquished, and discharged all Released Claims. Further, upon the Effective
25 Date, and to the fullest extent permitted by law, each Damages Settlement Class Member
26 shall, either directly, indirectly, representatively, as a member of or on behalf of the general
27 public or in any capacity, be permanently barred and enjoined from commencing,
28

1 prosecuting, or participating in any recovery in any action in this or any other forum (other
2 than participation in the settlement as provided herein) in which any of the Released Claims
3 is asserted.
4

5 7.2 Upon the Effective Date, American Vision shall be deemed to have, and by
6 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
7 discharged, Representative Plaintiffs, each and all of the Damages Settlement Class
8 Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising
9 out of the institution, prosecution, assertion, settlement, or resolution of the Litigation,
10 except for enforcement of the Settlement Agreement. Any other claims or defenses
11 American Vision may have against such Persons including, without limitation, any claims
12 based upon or arising out of any contractual, employment, or other business relationship
13 with such Persons that are not based upon or do not arise out of the institution, prosecution,
14 assertion, settlement, or resolution of the Litigation are specifically preserved and shall not
15 be affected by the preceding sentence.
16
17
18

19 7.3 Notwithstanding any term herein, neither American Vision nor its Released
20 Parties shall have or shall be deemed to have released, relinquished or discharged any claim
21 or defense against any Person other than Plaintiffs, each and all of the Settlement Class
22 Members, and Class Counsel.
23

24 7.4 Upon the Effective Date, each Injunctive Relief Class Member shall be
25 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
26 released, relinquished, and discharged the Released Parties from any and all claims for
27 injunctive and/or declaratory relief as expressly described in this Agreement. Nothing in
28

1 this Agreement shall be construed to release, waive, or otherwise affect any individual
2 claims for monetary relief with respect to the Injunctive Relief Class.

3
4 **8. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service
5 Awards to Representative Plaintiffs**

6 8.1 The Parties have agreed that, as part of the Settlement, the Court shall
7 determine the amount of any award of attorneys' fees, costs, and service awards.

8 8.2 Class Counsel shall submit a motion to the Court requesting attorneys' fees,
9 costs, and service awards no later than 14 days before the Objection and Opt-Out
10 Deadlines.

11
12 8.3 Plaintiffs shall seek and Defendant agrees to pay Service Awards of \$2,500
13 for each Named Plaintiff, which award is intended to recognize Plaintiffs for their efforts
14 in the litigation and commitment on behalf of the Settlement Classes ("Service Awards").
15 The Service Awards were negotiated after the primary terms of the Settlement were
16 negotiated and will be paid from the Settlement Fund.

17
18 8.4 Plaintiffs shall also seek, and Defendant agrees to pay, attorneys' fees in the
19 amount of 33.33% of the value of the Settlement, along with reasonable litigation costs,
20 and will be paid from the Settlement Fund.

21
22 8.5 Any attorneys' fees and costs awarded by the Court, as well as any service
23 awards awarded by the Court, shall be due and payable within 30 days after the Effective
24 Date. Any attorneys' fees, costs, and/or Service Awards awarded by the Court shall be paid
25 by American Vision from the Settlement Fund.

26
27
28 **9. Preliminary Approval Order and Publishing of Notice of Final Fairness
Hearing**

1
2 9.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval Class
3 Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the
4 Court, and Class Counsel will file a motion for preliminary approval of the settlement with
5 the Court requesting entry of a Preliminary Approval Order in the form substantially
6 similar to Exhibit D in both terms and cost, requesting, *inter alia*:
7

- 8 a) certification of the Settlement Class for settlement purposes only
9 pursuant to ¶ 6.1;
10
11 b) preliminary approval of the Settlement Agreement as set forth herein;
12
13 c) appointment of Class Counsel as Settlement Class Counsel;
14
15 d) appointment of Plaintiffs as Class Representatives;
16
17 e) approval of the Short Form Notice to be mailed to Damages
18 Settlement Class Members in a form substantially similar to the one
19 attached as Exhibit B to this Settlement Agreement;
20
21 f) Approval of the Publication Notice described in the Notice plan
22 attached as Exhibit E to this Settlement Agreement;
23
24 g) approval of the Long Form Notice to be posted on the Settlement
25 Website in a form substantially similar to the one attached as Exhibit
26 C to this Settlement Agreement, which, together with the Short Form
27 Notices, shall include a fair summary of the Parties' respective
28 litigation positions, statements that the settlement and Notice are
legitimate and that the Settlement Class Members are entitled to

benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- h) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibit A to this Settlement Agreement; and
- i) appointment of Kroll Settlement Administration, LLC as the Settlement Administrator.

9.2. The Short Form Notice, Publication Notice, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

10. Settlement Administration and Class Notice

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than 21 days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, e-mail address (if available to Defendant), and last known physical address of each Damages

1 Settlement Class Member (collectively, “Class Member
2 Information”) that Defendant possesses.

3
4 b) The Class Member Information and its contents shall be used by the
5 Settlement Administrator solely for the purpose of performing its
6 obligations pursuant to this Agreement and shall not be used for any
7 other purpose at any time. Except to administer the settlement as
8 provided in this Settlement Agreement or provide all data and
9 information in its possession to the Settling Parties upon request, the
10 Settlement Administrator shall not reproduce, copy, store, or
11 distribute in any form, electronic or otherwise, the Class Member
12 Information.

13
14 c) *Settlement Website*: Prior to the dissemination of the Notice, the
15 Settlement Administrator shall establish the Settlement Website that
16 will inform Settlement Class Members of the terms of this Settlement
17 Agreement, their rights, dates and deadlines and related information
18 (“Settlement Website”). The Settlement Website shall include, in .pdf
19 format and available for download, the following: (i) the Short Form
20 Notice; (ii) the Long Form Notice; (iii) the Claim Forms; (iv) the
21 Preliminary Approval Order; (v) this Settlement Agreement; and (vi)
22 any other materials agreed upon by the Parties and/or required by the
23 Court. The Settlement Website shall provide Damages Settlement
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1 Class Members with the ability to complete and submit the Claim
2 Form electronically.

3
4 d) *Short Form Notice*: Within 45 days after the entry of the Preliminary
5 Approval Order (“Notice Date”), and subject to the requirements of
6 this Settlement Agreement and the Preliminary Approval Order, the
7 Settlement Administrator will provide Notice to the Damages
8 Settlement Class via e-mail (if known) and mail to the postal address
9 in Defendant’s possession. Before any mailing under this paragraph
10 occurs, the Settlement Administrator shall run the postal addresses of
11 Damages Settlement Class Members through the United States Postal
12 Service (“USPS”) National Change of Address database to update any
13 change of address on file with the USPS;

14
15
16
17 e) In the event that a Short Form Notice is returned to the Settlement
18 Administrator by the USPS because the address of the recipient is no
19 longer valid, and the envelope contains a forwarding address, the
20 Settlement Administrator shall re-send the Short Form Notice to the
21 forwarding address within a reasonable period of time after receiving
22 the returned Short Form Notice;

23
24
25 f) In the event that subsequent to the first mailing of a Short Form
26 Notice, and at least 14 days prior to the Opt-Out Date and Objection
27 Date, a Short Form Notice is returned to the Settlement Administrator
28 by the USPS because the address of the recipient is no longer valid,

1 i.e., the envelope is marked “Return to Sender” and does not contain
2 a new forwarding address, the Settlement Administrator shall perform
3 a standard skip trace, in the manner that the Settlement Administrator
4 customarily performs skip traces, in an effort to attempt to ascertain
5 the current address of the particular Settlement Class Member in
6 question and, if such an address is ascertained, the Settlement
7 Administrator will re-send the Short Form Notice within seven days
8 of receiving such information. This shall be the final requirement for
9 mailing;
10

11
12
13 g) *Publication Notice*; Notice will be provided to the Injunctive Relief
14 Settlement Class Members in the manner specified in the Notice plan
15 attached to this Settlement Agreement as Exhibit E.
16

17 h) Publishing, on or before the Notice Date, the Claim Forms, Long
18 Form Notice and this Settlement Agreement on the Settlement
19 Website, as specified in the Preliminary Approval Order, and
20 maintaining and updating the website throughout the claim period;
21

22 i) A toll-free help line with an IVR system and a live call-back option
23 shall be made available to provide Settlement Class Members with
24 additional information about the settlement. The Settlement
25 Administrator also will provide copies of the Long Form Notice and
26 paper Claim Form, as well as this Settlement Agreement, upon
27 request; and
28

1 j) Contemporaneously with seeking Final Approval of the Settlement,
2 Proposed Settlement Class Counsel and American Vision shall cause
3 to be filed with the Court an appropriate affidavit or declaration with
4 respect to complying with these provisions regarding notice.
5

6 10.2 The Settlement Administrator shall administer and calculate the claims
7 submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. The Settlement
8 Administrator shall provide Class Counsel and American Vision reports as to both claims
9 and distribution and Class Counsel and American Vision have the right to review and
10 obtain supporting documentation and challenge such reports if they believe them to be
11 inaccurate or inadequate. The Settlement Administrator's determination of whether a
12 Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution
13 process set forth in ¶ 2.4. All claims agreed to be paid in full by Defendant shall be deemed
14 valid.
15
16
17

18 10.3 Payment of Valid Claims, whether via mailed check or electronic
19 distribution, shall be made within 30 days of the Effective Date.
20

21 10.4 All Damages Settlement Class Members who fail to timely submit a claim
22 for any benefits hereunder within the time frames set forth herein, or such other period as
23 may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving
24 any payments or benefits pursuant to the settlement set forth herein, but will in all other
25 respects be subject to, and bound by, the provisions of the Settlement Agreement, the
26 releases contained herein and the Judgment.
27
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1 10.5 No Person shall have any claim against the Settlement Administrator,
2 Defendant, Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of
3 benefits to Damages Settlement Class Members.
4

5 10.6 *Establishment of Settlement Fund.* Within 30 days of the Preliminary
6 Approval Order, Defendant shall deposit the amount necessary to fund Settlement
7 Administration into an account established and administered by the Settlement
8 Administrator. The remainder of the settlement fund shall be funded within 21 days
9 following Final Approval by the Court and the expiration of any appeals period.
10

11 10.7 Non-Reversionary. The Settlement Fund is non-reversionary. As of the
12 Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished,
13 except in the event this Settlement Agreement is terminated, as described in Paragraph
14 11.2.
15

16 10.8 Qualified Settlement Fund. The Parties agree that the Settlement Fund is
17 intended to be maintained as a qualified settlement fund within the meaning of Treasury
18 Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement
19 Fund exclusively in instruments or accounts backed by the full faith and credit of the United
20 States Government or fully insured by the United States Government or an agency thereof,
21 including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the
22 Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by
23 the full faith and credit of the United States Government. Defendant and Defendant's
24 Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to
25 investment decisions executed by the Settlement Administrator. All risks related to the
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1 investment of the Settlement Fund shall be borne solely by the Settlement Fund and its
2 Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury
3 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax
4 reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any
5 taxes and tax-related expenses owed with respect to the Settlement Fund. The Parties agree
6 that the Settlement Fund shall be treated as a qualified settlement fund from the earliest
7 date possible and agree to any relation-back election required to treat the Settlement Fund
8 as a qualified settlement fund from the earliest date possible. The Settlement Administrator
9 shall provide an accounting of any and all funds in the Settlement Fund, including any
10 interest accrued thereon and payments made pursuant to this Agreement, upon request of
11 any of the Parties.
12

13
14
15 10.9 Disclosure of Conflicts. The Settlement Administrator shall disclose to the
16 Parties any actual or potential conflicts of interest related to the administration of the
17 Settlement Fund, including any rebates, kickbacks, commissions, or other payments or
18 benefits the Settlement Administrator receives or is entitled to receive from any person or
19 entity in connection with the selection of accounts, vendors, or services for the Settlement
20 Fund. Any such payments received shall be immediately disclosed to the Parties.
21

22
23 10.10 Use of Accrued Interest. To the extent practicable, the Settlement
24 Administrator shall place the Settlement Fund in secure, government-backed accounts or
25 instruments that preserve principal and reasonably maximize interest for the benefit of the
26 Settlement Fund. Any interest or other earnings accrued on the Settlement Fund shall be
27 deemed part of the Settlement Fund and treated as settlement proceeds. All interest or
28

1 earnings, net of any taxes or tax-related expenses owed by the Settlement Fund, shall be
2 distributed pro rata together with the balance of the Settlement Fund, including payments
3 to Class Members and Court-approved attorneys' fees and expenses.
4

5 10.11 Custody of Settlement Fund. The Settlement Fund shall be deemed to be in
6 the custody of the Court and shall remain subject to the jurisdiction of the Court until such
7 time as the entirety of the Settlement Fund is distributed pursuant to this Settlement
8 Agreement or the balance returned to those who paid the Settlement Fund in the event this
9 Settlement Agreement is terminated in accordance with Paragraph 11.2.
10

11 10.12 Use of the Settlement Fund. As further described in this Agreement, the
12 Settlement Fund shall be used by the Settlement Administrator to pay for the following:
13 (a) notice and administration expenses (including publication notice for the Injunctive
14 Relief Class), as approved by the Court; (b) service award payments to Class
15 Representatives, as approved by the Court; (c) attorneys' fees, costs, and expenses, as
16 awarded by the Court; and (d) settlement benefits to be distributed to the Damages
17 Settlement Class, as proposed by Plaintiffs and approved by the Court. Following payment
18 of all of the above expenses, any amount remaining in the Settlement Fund shall be paid to
19 the Non-Profit Residual Recipient in accordance with Paragraph 10.12. No amounts may
20 be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or
21 approved by the Court.
22
23
24
25

26 10.13 Taxes and Representations. Taxes and tax-related expenses relating to the
27 Settlement Fund shall be considered Notice and Administrative Expenses and shall be
28 timely paid by the Settlement Administrator out of the Settlement Fund without prior order

1 of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties,
 2 their counsel, and their insurers and reinsurers for taxes and tax-related expenses
 3 (including, without limitation, taxes payable by reason of any such indemnification
 4 payments). The Parties and their respective counsel have made no representation or
 5 warranty with respect to the tax treatment by any Class Representative or any Damages
 6 Settlement Class Member of any payment or transfer made pursuant to this Agreement or
 7 derived from or made pursuant to the Settlement Fund. Each Class Representative and
 8 Damages Settlement Class Member shall be solely responsible for the federal, state, and
 9 local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund
 10 pursuant to this Agreement.
 11
 12

13
 14 10.14 “Non-Profit Residual Recipient” means The Identity Theft Resource
 15 Center, subject to approval by the Court.
 16

17 **11. Conditions of Settlement, Effect of Disapproval, Cancellation, or**
 18 **Termination**

19 11.1 The Effective Date of the settlement shall be conditioned on the occurrence
 20 of all of the following events:

- 21 a) the Court has entered the Preliminary Approval Order and Publishing
 22 of Notice of a Final Fairness Hearing, as required by ¶ 9.1;
 23
- 24 b) Defendant has not exercised its option to terminate the Settlement
 25 Agreement pursuant to ¶ 4.3;
 26
- 27 c) the Court has entered the Judgment granting final approval to the
 28 settlement as set forth herein; and

1 d) the Judgment has become Final, as defined in ¶ 1.14.

2 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement
3 Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and
4 Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

5 11.3 Within seven days after the Opt-Out Date, the Settlement Administrator
6 shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and
7 valid requests for exclusion (the "Opt-Out List").
8

9 11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 7.1,
10 7.2, and 7.3 above are not approved by the Court or the settlement set forth in the Settlement
11 Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be
12 restored to their respective positions in the Litigation and shall jointly request that all
13 scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice
14 to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the
15 Settlement Agreement shall have no further force and effect with respect to the Settling
16 Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
17 and any judgment or order entered by the Court in accordance with the terms of the
18 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any
19 statement in this Settlement Agreement to the contrary, no order of the Court or
20 modification or reversal on appeal of any order reducing the amount of attorneys' fees,
21 costs, expenses, and/or service awards shall constitute grounds for cancellation or
22 termination of the Settlement Agreement. Further, notwithstanding any statement in this
23 Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already
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1 billed or incurred for costs of notice to the Settlement Class above and shall not, at any
2 time, seek recovery of same from any other party to the Litigation or from counsel to any
3 other party to the Litigation.
4

5 **12. Miscellaneous Provisions**

6 12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
7 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
8 implement all terms and conditions of this Settlement Agreement, and to exercise their best
9 efforts to accomplish the terms and conditions of this Settlement Agreement.
10

11 12.2 The Settling Parties intend this settlement to be a final and complete
12 resolution of all disputes between them with respect to the Litigation. The settlement
13 compromises claims that are contested and shall not be deemed an admission by any
14 Settling Party as to the merits of any claim or defense. The Settling Parties each agree that
15 the settlement was negotiated in good faith by the Settling Parties and reflects a settlement
16 that was reached voluntarily after consultation with competent legal counsel. The Settling
17 Parties reserve their right to rebut, in a manner that such party determines to be appropriate,
18 any contention made in any public forum that the Litigation was brought or defended in
19 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to
20 any other Party as it relates to the Litigation, except as set forth herein.
21

22 12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor
23 any act performed or document executed pursuant to or in furtherance of the Settlement
24 Agreement or the settlement (i) is or may be deemed to be or may be used as an admission
25 of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing
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1 or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used
2 as an admission of, or evidence of, any fault or omission of any of the Released Parties in
3 any civil, criminal or administrative proceeding in any court, administrative agency or
4 other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the
5 Judgment in any action that may be brought against them or any of them in order to support
6 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
7 good faith settlement, judgment bar, or reduction or any other theory of claim preclusion
8 or issue preclusion or similar defense or counterclaim.
9

11 12.4 The Settlement Agreement may be amended or modified only by a written
12 instrument signed by or on behalf of all Settling Parties or their respective successors-in-
13 interest and, if the Settlement has been approved preliminarily by the Court, any
14 amendments or modifications shall be approved by the Court.
15

16 12.5 This Agreement contains the entire understanding between American
17 Vision and Plaintiffs regarding the payment of the Litigation settlement and supersedes all
18 previous negotiations, agreements, commitments, understandings, and writings between
19 American Vision and Plaintiffs in connection with the payment of the Litigation settlement.
20
21 Except as otherwise provided herein, each party shall bear its own costs.
22

23 12.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized by
24 Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement
25 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly
26 authorized to enter into any modifications or amendments to the Settlement Agreement on
27
28

1 behalf of the Settlement Class which they deem appropriate in order to carry out the spirit
2 of this Settlement Agreement and to ensure fairness to the Settlement Class.

3
4 12.7 Each counsel or other Person executing the Settlement Agreement on behalf
5 of any party hereto hereby warrants that such Person has the full authority to do so.

6 12.8 The Settlement Agreement may be executed in one or more counterparts.
7 All executed counterparts and each of them shall be deemed to be one and the same
8 instrument. A complete set of original executed counterparts shall be filed with the Court.

9
10 12.9 The Settlement Agreement shall be binding upon, and inure to the benefit
11 of, the successors and assigns of the parties hereto.

12
13 12.10 The Court shall retain jurisdiction with respect to implementation and
14 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the
15 jurisdiction of the Court for purposes of implementing and enforcing the settlement
16 embodied in the Settlement Agreement.

17
18 12.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,”
19 and “him” means “him, her, or it.”

20
21 12.12 All dollar amounts are in United States dollars (USD).

22 12.13 Cashing a settlement check is a condition precedent to any Damages
23 Settlement Class Member’s right to receive settlement benefits. All settlement checks shall
24 be void 90 days after issuance and shall bear the language: “This check must be cashed
25 within 90 days, after which time it is void.” If a check becomes void, the Damages
26 Settlement Class Member shall have until 180 days after the Effective Date to request re-
27 issuance. If no request for re-issuance is made within this period, the Damages Settlement
28

1 Class Member will have failed to meet a condition precedent to recovery of settlement
 2 benefits, the Damages Settlement Class Member's right to receive monetary relief shall be
 3 extinguished, and Defendant shall have no obligation to make payments to the Damages
 4 Settlement Class Member for expense reimbursement under ¶¶ 2.1 or 2.2 or any other type
 5 of monetary relief. The same provisions shall apply to any re-issued check. For any checks
 6 that are issued or re-issued for any reason more than 180 days from the Effective Date,
 7 requests for re-issuance need not be honored after such checks become void.
 8

10 12.14 All agreements made and orders entered during the course of the Litigation
 11 relating to the confidentiality of information shall survive this Settlement Agreement.
 12

13 /s/ *Raina Borrelli*

14
 15 Gary M. Klinger (*pro hac vice*)
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460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 714-7100
Email: moore@stuevesiegel.com

*Counsel for Plaintiffs and the Settlement
Class*

/s/
Linda Hulewat

Karen Foti Williams
/s/
Karen Foti Williams

/s/
Ralph Gallegos

/s/
Michael Martinez

/s/
Lynnae Anderson

/s/
Marie Therese Montoya

/s/

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*Counsel for Plaintiffs and the Settlement
Class*

/s/
Linda Hulewat

/s/
Karen Foti Williams

/s/ *Ralph Gallegos*
Ralph Gallegos (Nov 10, 2025 10:48:36 MST)
Ralph Gallegos

/s/
Michael Martinez

/s/
Lynnae Anderson

/s/
Marie Therese Montoya

/s/

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*Counsel for Plaintiffs and the Settlement
Class*

/s/ Linda Hulewat
Linda Hulewat (Nov 17, 2025 12:23:08 PST)
Linda Hulewat

/s/
Karen Foti Williams

/s/
Ralph Gallegos

/s/ Michael A Martinez
Michael A Martinez (Nov 10, 2025 09:42:17 MST)
Michael Martinez

/s/
Lynnae Anderson

/s/
Marie Therese Montoya

/s/

J. Austin Moore (pro hac vice)
STUEVE SIEGEL HANSON LLP
 460 Nichols Road, Suite 200
 Kansas City, Missouri 64112
 Telephone: (816) 714-7100
 Email: moore@stuevesiegel.com

/s/ *Linda Hulewat*
Linda Hulewat (Nov 17, 2025 12:23:08 PST)
Linda Hulewat

/s/
Ralph Gallegos

/s/
Michael Martinez

/s/
Lynnae Anderson

/s/ Marie Montoya
Marie Therese Montoya

/s/

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Charles Peterson

/s/

Robert Kirk

/s/

Marilyn Zajacka

/s/

Lynda Israel

/s/

Laurie Pelt

/s/

Barry Pelt

/s/

Ken Waters

/s/

Robert Ahrendorf

/s/

David Yeager

Class Representatives

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Charles Peterson

/s/
Robert Kirk

/s/
Marilyn Zajacka

/s/
Lynda Israel

/s/
Latricia Pelt

/s/
Barry Pelt

/s/ 
Ken Waters
B261149665D9442...

/s/
Robert Ahrendorf

/s/
David Yeager

Class Representatives

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Charles Peterson

/s/
Robert Kirk

/s/
Marilyn Zajacka

/s/
Lynda Israel

/s/
Latricia Pelt

/s/
Barry Pelt

/s/
Ken Waters

/s/ *Rob Ahrendorf*
Rob Ahrendorf (Nov 12, 2025 06:22:51 MST)
Robert Ahrendorf

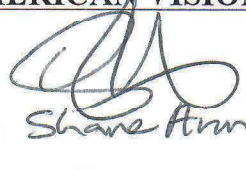
/s/
David Yeager

Class Representatives

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MEDICAL MANAGEMENT
RESOURCE GROUP, LLC D/B/A
AMERICAN VISION PARTNERS

/s/

By:  Shane Armstrong

Its: CEO

— EXHIBIT A —

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Your claim must
be submitted
online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR AMERICAN DATA INCIDENT ACTION

*Hulewat et al. v. Medical Management Resource Group LLC d/b/a
American Vision Partners, et al.*

Case No. 2:24-cv-00377-DJH
United States District Court for the District of Arizona

AMERICAN
VISION-C

GENERAL INSTRUCTIONS

You are a Damages Settlement Class Member if you are one of the approximately 258,070 U.S. residents whose Social Security Numbers and other Private Information were compromised in the Data Incident. You may submit a Claim for one of the Damages Class Benefits, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.Website.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive Damages Class Benefits from this settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claims Deadline>>.

This Claim Form may also be 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:

<Mailing Caption>

c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Damages Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Damages Class Benefits:

- ❖ **Pro-Rata Cash Payment:** Damages Settlement Class Members may submit a Claim for a *pro rata* cash payment. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the cash payment, subject to the Settlement Fund cap;

OR

- ❖ **Out-of-Pocket Expense Claims:** Damages Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident, subject to an individual cap of \$3,000 per claimant.

I. PAYMENT SELECTION

If you would like to elect to receive your benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 1 of 4

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II. DAMAGES SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____ @ _____

III. PROOF OF DATA INCIDENT DAMAGES SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify if you are one of the approximately 258,070 U.S. residents whose Social Security Numbers and/or other Private Information were compromised in the Data Incident.

Enter the Class Member ID Number provided on your Short Form Notice:

Class Member ID: 0 0 0 0 0 _____

IV. PRO-RATA CASH PAYMENT

Damages Settlement Class Members may submit a Claim for a *pro rata* cash payment. The Settlement Administrator will make pro rata settlement payments, which may increase or decrease the *pro rata* cash payment, subject to the Settlement Fund cap;

☐ Yes, I choose *pro rata* cash payment. **You may not submit a claim for Out-of-Pocket Expense Claims below.**

V. OUT-OF-POCKET EXPENSE CLAIMS

Damages Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident, subject to an individual cap of \$3,000 per claimant

- Out-of-Pocket Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after November 2023 that the claimant attests were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 2 of 4

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charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges;

- Damages Settlement Class Members with Out-of-Pocket Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and the Settlement Class Member’s claim will be as if he or she elected Cash Payment B.

You must have out-of-pocket expenses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of out-of-pocket expenses	Amount of out-of-pocket expenses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 3 of 4

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VI. ATTESTATION & SIGNATURE

Signature

Date _____

Print Name

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Page 4 of 4

— EXHIBIT B —

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

LEGAL NOTICE

IF YOU ARE ONE OF APPROXIMATELY 258,070 U.S. RESIDENTS WHOSE SOCIAL SECURITY NUMBERS AND OTHER PERSONAL INFORMATION WERE COMPROMISED IN THE DATA INCIDENT, YOU MAY BE ELIGIBLE TO RECEIVE DAMAGES CLASS BENEFITS FROM A CLASS ACTION SETTLEMENT

www.websife.com

<<Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>
<<Company>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>> <<zip4>>
<<Country>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action lawsuit known as *Hulewat et al. v. Medical Management Resource Group LLC d/b/a AmeriMed Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH filed in the United States District Court for the District of Arizona.

What is this Action about? The Action arises from a cyberattack which Defendant discovered on or about November 14, 2023, wherein an unauthorized third party may have gained access to Defendant's computer network or the Data Incident. Specifically, Plaintiffs allege that as a result of the Data Incident, the cybercriminals gained access to Plaintiffs' and the Damages Settlement Class Member's information including names, dates of birth, Social Security Numbers and contact information, personally identifying information or PHI and medical treatment and health insurance information, which is protected health information, or PHI or Private Information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Defendant denies this allegation. Nonetheless, the Parties collectively agreed to resolve their dispute on a class-wide basis.

Who is a Damages Settlement Class Member? You are affected by the settlement and potentially a Damages Settlement Class Member if you are one of approximately 258,070 U.S. residents whose Social Security Numbers and other Private Information were compromised in the Data Incident.

What does the settlement provide? The settlement provides the Damages Settlement Class Members the opportunity to submit a Claim for Damages Class Benefits. The Damages Class Benefits include: (1) *Pro-Rata Cash Payments*; **OR** (2) *Out-of-Pocket Expense Claims*. These benefits shall be paid from the \$1,750,000 non-reversionary Settlement Fund.

How to make a Claim for Damages Class Benefits? You must file a Claim Form by mail **postmarked by [DATE]** and mailed to the Settlement Administrator's address below, or online at **www.website.com** by **[DATE]**, to receive Damages Class Benefits from the settlement.

What are my other rights?

- **Do nothing:** If you do nothing, you will not receive compensation and remain in the settlement. You give up your rights to sue Defendant or any other Related Entities related to the Action.
- **Exclude yourself:** You can get out of the settlement and keep your right to sue Defendant related to the Action, but you will not receive a Damages Class Benefit from the settlement. You must submit a valid and timely request to opt-out to the Settlement Administrator by **[DATE]**. Your written objection must be submitted by **[DATE]**. You may also request to appear at the Final Fairness Hearing. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found on the Long Form Notice found on the Settlement Website available at **www.website.com**.

The Court will hold the Final Fairness Hearing on **[DATE at TIME] MT**, to consider whether the proposed settlement is fair, reasonable, and adequate, to consider Class Counsel's request for attorney's fees in the amount of 33.33% of the value of the settlement, reasonable litigation costs, and a Settlement Award of \$2,500 to the each of the Named Plaintiffs, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to.

More information: For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form and other documents, or to change or update your contact information, visit the Settlement Website at www.website.com, or call toll-free **(XXX) XXX-XXXX**. You may also contact the Settlement Administrator at mailing@caplora.com, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

Need More Information? Visit www.website.com or call toll-free **(XXX) XXX-XXXX**.

Postage
Required

<Mailing Caption>

c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>
Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side.

****THIS NOTICE IS NOT A CLAIM FORM****

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION

Name:	First Name	M.I.	Last Name
Street Address:			
Street Address 2:			
City:	State:	Zip Code:	
Email Address:	@		

— EXHIBIT C —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Arizona

Hulewat et al. v. Medical Management Resource Group LLC d/b/a American Vision Partners, et al.
Case No. 2:24-cv-00377-DJH

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are One of the Approximately 1.6 million U.S. Residents Whose Personal Information Was Compromised in the Data Incident, You Are a Settlement Class Member in a Class Action Settlement

- A Court authorized this Notice, to those that are eligible to receive benefits from a proposed class action settlement. The Action is titled *Hulewat et al. v. Medical Management Resource Group LLC d/b/a American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH and is pending in the United States District Court for the District of Arizona. The persons that filed the class action lawsuit are called Plaintiffs and the companies they sued are Medical Management Resource Group, L.L.C.; Barnet Dulaney Perkins Eye Center, PC; Southwestern Eye Center, Ltd.; (Defendant or American Vision). Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All Persons who are members of the Injunctive Relief Class and the Damages Settlement Class.

There are two (2) settlement classes in this settlement:

Damages Settlement Class Member:

Approximately 258,070 U.S. residents whose Social Security Numbers and other Private Information were compromised in the Data Incident.

Excluded from the Damages Class are Defendants, their representatives, any judicial officer presiding over the matter, and such judicial officers' immediate family members and staff and any Settlement Class Member who timely and validly requests to opt-out from the settlement. **The Damages Settlement Class Members are eligible to submit a Claim to receive Damages Class Benefits.**

Injunctive Relief Class:

All individuals whose personal information is collected or maintained by Defendant.

Excluded from the Injunctive Relief Class are Defendants, their representatives, any judicial officer presiding over the matter, and such judicial officers' immediate family members and staff, and any Settlement Class Member who timely and validly requests to opt-out from the settlement.

- Damages Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Damages Class Benefits:

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- ❖ **Pro-Rata Cash Payment:** Damages Settlement Class Members may submit a Claim for a *pro rata* cash payment. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the *pro rata* cash payment, subject to the Settlement Fund cap;

OR

- ❖ **Out-of-Pocket Expense Claims:** Damages Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident, subject to an individual cap of \$3,000 per claimant.

DEFENDANT AGREES TO IMPLEMENT AND MAINTAIN CYBERSECURITY MEASURES FOR A MINIMUM PERIOD OF TIME FOR INJUNCTIVE RELIEF CLASS MEMBERS DESCRIBED IN QUESTION 8 BELOW.

- To obtain more information visit www.website.com or call (XXX) XXX-XXXX.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Damages Settlement Class Members can receive Damages Class Benefit from the settlement.	Submitted or postmarked on or before <<Claims Deadline>>.
Exclude Yourself by Opting Out of the Settlement Class	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Date>>.
Object to the Settlement and/or Attend the Final Fairness Hearing	You can write the Court about why you agree or disagree with the settlement or the attorneys' fees and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Fairness Hearing on <<Final Fairness Hearing date>> at [TIME] MT, about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Date>>.
Do Nothing	Those eligible will not receive any Damages Class Benefits from this class action settlement, but will remain a Settlement Class Member and be bound by the releases.	N/A

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Damages Class Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information	4
Who is in the Settlement	5
The Damages Class Benefits—What You Get if You Qualify	5
How Do You Submit a Claim	7
Excluding Yourself from the Settlement	8
Objecting to the Settlement	9
The Lawyers Representing You	9
The Court’s Final Fairness Hearing	10
If You Do Nothing	11
Additional Information	11

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the nature of the Action that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

Judge Diane J. Humetawa of the United States District Court for the District of Arizona is overseeing this case captioned as *Hulewat et al. v. Medical Management Resource Group LLC d/b/a American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH. The people who brought the lawsuit are called the Plaintiffs. The companies being sued, Medical Management Resource Group, L.L.C.; Barnet Dulaney Perkins Eye Center, PC; Southwestern Eye Center, Ltd are called the Defendants.

2. What is the Action about?

The Action arises from a cyberattack which Defendant discovered on or about November 14, 2023, wherein an unauthorized third party gained access to Defendant's computer network and the information of approximately 1,600,000 individuals, or the "Data Incident." Specifically, Plaintiffs allege that as a result of the Data Incident, the cybercriminals may have gained access to Plaintiffs' and the Settlement Class Member's information including names, dates of birth, Social Security Numbers and contact information, personally identifying information or PII and medical treatment and health insurance information, which is protected health information, or PHI or Private Information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Plaintiffs appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and potentially a Settlement Class Member if you are a Person who is a member of the Injunctive Relief Class and/or the Damages Settlement Class.

There are two (2) settlement subclasses in this settlement:

Damages Settlement Class Member: Approximately 258,070 U.S. residents whose Social Security Numbers and other Private Information were compromised in the Data Incident.

Excluded from the Damages Class are Defendants, their representatives, any judicial officer presiding over the matter, and such judicial officers' immediate family members and staff and any Settlement Class Member who timely and validly requests to opt-out from the settlement. The Damages Settlement Class Members are eligible to submit a Claim to receive Damages Class Benefits. Plaintiffs Karen Foti Williams, Michael Martinez, Robert Kirk, Lynda Israel, Ken Waters, and David Yeager are Damages Settlement Class Members.

Injunctive Relief Class: All individuals whose personal information is collected or maintained by Defendant.

Excluded from the Injunctive Relief Class are Defendants, their representatives, any judicial officer presiding over the matter, and such judicial officers' immediate family members and staff, and any Settlement Class Member who timely and validly requests to opt-out from the settlement. Plaintiffs Linda Hulewat; Karen Foti Williams; Ralph Gallegos; Michael Martinez; Lynnae Anderson; Marie Therese Montoya; Charles Peterson; Robert Kirk; Marilyn Zajacka; Lynda Israel; Latricia Pelt; Barry Pelt; Ken Waters; Robert Ahrens Dorf; and David Yeager are Injunctive Relief Class Members.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE DAMAGES CLASS BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement provides the Damages Settlement Class Members the opportunity to submit a Claim for Damages Class Benefits on or before the Claims Deadline. The Damages Class Benefits include: (1) *Pro-Rata* Cash Payments; **OR** (2) Out-of-Pocket Expense Claims. These benefits shall be paid from the \$1,750,000 non-reversionary Settlement Fund.

8. What Damages Class Benefits are available under the settlement?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Damages Settlement Class Members that submit a valid and timely Claim Form may select one of the following Damages Class Benefits:

- a) ***Pro-Rata Cash Payment:*** Damages Settlement Class Members may submit a Claim for a *pro rata* cash payment. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the *pro rata* cash payment, subject to the Settlement Fund cap;

OR

- b) **Out-of-Pocket Expense Claims:** Damages Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident, subject to a \$3,000 cap per claimant.

- Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after November 2023 that the claimant attests were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- Damages Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred.
 - "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.
- Out-of-Pocket Expense Claims must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason.

DEFENDANT AGREES TO IMPLEMENT AND MAINTAIN CYBERSECURITY MEASURES FOR A MINIMUM PERIOD OF TIME FOR INJUNCTIVE RELIEF CLASS MEMBERS DESCRIBED BELOW:

- c) **Injunctive Relief:** As additional consideration for the dismissal and release of injunctive claims by the Injunctive Relief Class, Defendants agree to implement and maintain the following cybersecurity measures for a minimum period of time to be addressed in a long-form settlement agreement. The value of these cybersecurity measures is approximately \$2,787,630. These business practice commitments shall constitute contractually enforceable obligations of the Settlement Agreement, with all costs of implementation and maintenance to be borne solely by Defendants, separate and apart from the Damages Class Settlement Fund:

- Chief Information Officer. Creation and maintenance of a Chief Information Officer (CIO) role, responsible for managing AVP's information technology environment and mitigating cybersecurity risks, working in coordination with AVP's Security Officer.
- Director of Information Security and Information Security Training Specialist. Retention of a dedicated Information Security Training Specialist, specifically responsible for managing cybersecurity training across the enterprise in consultation with the Security Officer.
- Cybersecurity Steering Committee. Operation of a cross-functional Cybersecurity Steering Committee, consisting of the company's Security Officer, CIO, CEO, General Counsel, and other senior management personnel, tasked with overseeing AVP's cybersecurity program and meeting periodically to manage and coordinate cybersecurity governance and risk management issues.
- Enhanced Cybersecurity Training. Implementation and maintenance of an enterprise-wide cybersecurity training program, including a supplemental Security Awareness Policy and course for all employees.
- Penetration Testing. In addition to monthly vulnerability scanning, engagement of an independent third-party vendor to conduct periodic penetration testing of AVP's systems, leveraging the Common Vulnerability Scoring System (CVSS) framework to classify the severity of identified risks.
- Enhanced Data Classification Policies. Implementation and maintenance of enhanced data classification policies and backend data classification solutions to streamline management of, and access to, electronic protected health information (ePHI), including additional access controls to reduce AVP's potential attack surface.
- Third-party management of SIEM, SOC, and firewall. Implementation of additional cybersecurity measures run by an external security provider, including SIEM, SOC, and management of corporate firewall.
- Email Security. Implementation of improved email security gateway.
- Disaster Recovery Solution. Implementation of improved disaster recovery solution.
- Security Risk Assessments. Performance of regular security risk assessments with external vendors to evaluate the effectiveness of AVP's cybersecurity program and remediate or reasonably mitigate any identified vulnerabilities.
- Amended Security Policies. Adoption, implementation, and ongoing maintenance of amended security policies, including an updated incident response policy and related protocols to govern detection, response, and remediation of future security incidents.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Damages Class Benefit?

To receive a Damages Class Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to <Mailing Caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

10. When will I get my Damages Class Benefit?

The Court will hold a Final Fairness Hearing on <<Date>>, at <<Time>> a.m. MT to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Damages Class Benefits will begin after the settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the settlement?

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, Defendant's past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section 7 of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

12. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

13. If I do not exclude myself, can I sue the Related Entities for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Related Entities for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the settlement?

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want

Questions? Go to www.website.com or call (XXX) XXX-XXXX

to be excluded from the Settlement. The request to opt-out must be individually signed and timely submitted to the Settlement Administrator at the address below. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. All Persons who do not opt-out of the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered. You must mail your request to opt-out to the Settlement Administrator postmarked by **<<Opt-Out Date>>**, to:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

You can tell the Court that you do not agree with the settlement, or some part of it by objecting to the Settlement. Objections must be sent to the Settlement Administrator at the address listed below, postmarked by no later than **<< Objection Date>>**. The objector or his or her counsel may also file their objection with the Court through the Court's ECF system, with service on Class Counsel and Defendant's counsel, to be made through the ECF system.

Settlement Administrator	Class Counsel (optional)	Defendant's Counsel (optional)
<Mailing Caption> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150- XXXX	Gary M. Klinger (pro hac vice) MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Raina C. Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, Illinois 60611 Terence R. Coates MARKOVITS, STOCK & DEMARCO, LLC 119 E. Court Street, Suite 530 Cincinnati, OH 45202 J. Austin Moore STUEVE SIEGEL HANSON LLP 460 Nichols Road, Suite 200 Kansas City, Missouri 64112 Telephone: (816) 714-7100 Email: moore@stuevesiegel.com	Craig Joel Mariam GORDON & REES LLP Two North Central Avenue Suite 2200 Phoenix, AZ 85004

Questions? Go to www.website.com or call **(XXX) XXX-XXXX**

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The objection must include all of the following:

- i) the objector's full name and address;
- ii) the case name and docket number: *Hulewat et al. v. Medical Management Resource Group LLC d/b/a American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH;
- iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable;
- iv) the identity of any and all counsel representing the objector in connection with the objection;
- v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

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

Objecting is telling the Court that you do not like the settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Raina C. Borrelli of Strauss Borrelli PLLC, Terence Coates of Markovits, Stock & DeMarco LLC, and J. Austin Moore of Stueve Siegel Hanson LLP as Class Counsel to represent the Settlement Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel shall submit a motion to the Court requesting attorneys' fees, in the amount of 33.33% of the value of the settlement, and reasonable litigation costs to be paid from the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this

Questions? Go to www.website.com or call (XXX) XXX-XXXX

settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel shall apply to the Court for Service Awards for the Plaintiffs of up to \$2,500 each. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund directly to the Plaintiffs.

Any attorneys' fees, costs, and/or Service Awards awarded by the Court shall be paid by Defendant from the Settlement Fund and must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on <<Date>> at <<Time>> MT, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the attorneys' fees and costs, and Service Awards payments. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Settlement Administrator, at the mailing address listed above, **postmarked by no later than <<Objection Date>>**.

IF YOU DO NOTHING**22. What happens if I do nothing?**

If you do nothing, you will not receive any benefits from this settlement. If the settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Related Entities based on any claim that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION**23. How do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.website.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(XXX) XXX-XXXX**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(XXX) XXX-XXXX** or at the Contact page of the Settlement Website:

<Mailing Caption>

c/o Kroll Settlement Administration LLC

P.O. Box **XXXX**

New York, NY 10150-**XXXX**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

Questions? Go to **www.website.com** or call **(XXX) XXX-XXXX**

— EXHIBIT D —

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8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF ARIZONA**
10

11 **Linda Hulewat; Karen Foti Williams;**
12 **Ralph Gallegos; Michael Martinez;**
13 **Lynnae Anderson; Candia Franklin;**
14 **Marie Therese Montoya; Charles**
15 **Peterson; Robert Kirk; Marilyn**
16 **Zajacka; Lynda Israel; Latricia Pelt;**
17 **Barry Pelt; Ken Waters; Brenda**
18 **Moreno-Decerra; Robert Ahrensdorf;**
19 **and David Yeager; individually, and all**
20 **others similarly situated,**

21 **Plaintiffs,**

22 **v.**

23 **Medical Management Resource Group,**
24 **L.L.C.; Barnet Dulaney Perkins Eye**
25 **Center, PC; Marc Ellman, M.D., P.A.**
26 **d/b/a Southwest Eye Institute;**
Southwestern Eye Center, Ltd.; and
Eye Associates of Nevada d/b/a SWEC
Vision Institute,

Defendant.

Case No. 2:24-cv-00377-DJH

[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 This case is before the Court on Plaintiffs Linda Hulewat, Karen Foti
2 Williams, Ralph Gallegos, Michael Martinez, Lynnae Anderson, Marie Therese
3 Montoya, Charles Peterson, Robert Kirk, Marilyn Zajacka, Lynda Israel, Latricia
4 Pelt, Barry Pelt, Ken Waters, Robert Ahrens Dorf, and David Yeager (collectively
5 “Plaintiffs”) Unopposed Motion for Preliminary Approval of the Class Action
6 Settlement (the “Motion”).

7 The Court, having considered the Motion, the supporting brief, the Parties’
8 Settlement Agreement dated [REDACTED], (the “Settlement”); the proposed
9 Claim Form, Short Form Notice, Long Form Notice, Publication Notice (attached
10 as Exhibits A, B, C, and E respectively, to the Settlement Agreement); the pleadings
11 and other papers filed in this Action; and the statements of counsel and the Parties,
12 and for good cause shown:

13 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

14 **Preliminary Approval of Settlement Agreement**

15 Unless otherwise defined herein, all capitalized terms as used in this Order shall
16 have the definitions and meanings accorded to them in the Settlement Agreement.

17 1. The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the
18 Litigation, Plaintiffs, all Settlement Class Members, Defendant Medical
19 Management Resource Group, L.L.C.; Barnet Dulaney Perkins Eye Center, PC;
20 Marc Ellman, M.D., P.A. d/b/a Southwest Eye Institute; Southwestern Eye Center,
21 Ltd.; and Eye Associates of Nevada d/b/a SWEC Vision Institute (“Defendant” or
22 “American Vision”) and any party to any agreement that is part of or related to the
23 Settlement Agreement.

24 2. The Court finds that the proposed Settlement set forth in the
25 Settlement Agreement is sufficiently fair, reasonable, and adequate such that it is

26 [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT – 1

1 hereby preliminarily approved and notice of the settlement should be provided to
2 the Settlement Class Members and that a hearing should be held as set forth below.

3 **Class Certification**

4 3. Solely for purposes of the Settlement, the Court conditionally certifies
5 the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) (“Damages
6 Settlement Class”):

7 **The approximately 258,070 U.S. residents whose Social Security**
8 **numbers and other personal information were compromised in the**
9 **Data Breach. Excluded from the Damages Class are the Defendant,**
10 **their representatives, any judicial officer presiding over the matter,**
11 **and such judicial officers’ immediate family members and staff. The**
12 **Damages Settlement Class Members are eligible to submit a claim**
13 **under the Damages Class Benefits. Plaintiffs Karen Foti Williams,**
14 **Michael Martinez, Robert Kirk, Lynda Israel, Ken Waters, and David**
15 **Yeager are Damages Settlement Class Members. Excluded from the**
16 **Settlement Class are the Defendant, their representatives, any**
17 **judicial officer presiding over the matter, and such judicial**
18 **officers’ immediate family members and staff.**

14 4. Solely for purposes of the Settlement, the Court conditionally certifies
15 the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(2) (“Injunctive Relief
16 Class”, and together with the Damages Settlement Class, the “Settlement Class”):

17 **All individuals whose personal information is collected or maintained by**
18 **Defendant. Plaintiffs Linda Hulewat; Karen Foti Williams; Ralph Gallegos;**
19 **Michael Martinez; Lynnae Anderson; Marie Therese Montoya; Charles**
20 **Peterson; Robert Kirk; Marilyn Zajacka; Lynda Israel; Latricia Pelt; Barry**
21 **Pelt; Ken Waters; Robert Ahrens Dorf; and David Yeager are Injunctive Relief**
22 **Class Members. Excluded from the Injunctive Relief Class are Defendant,**
23 **their representatives, any judicial officer presiding over the matter, and such**
24 **judicial officers’ immediate family members and staff.**

22 5. Subject to final approval of the Settlement, the Court finds and
23 concludes for settlement purposes only that the prerequisites to a class action, set
24 forth in Fed. R. Civ. P. 23(a) and (b) are satisfied in that:

1 (a) the Settlement Class is so numerous that joinder of all members is
2 impracticable;

3 (b) there are questions of law or fact common to the Settlement Class;

4 (c) Plaintiffs and Class Counsel (as defined below) fairly and adequately
5 represent the Settlement Class, and Plaintiffs' interests are aligned with the interests
6 of all other members of the Settlement Class;

7 (d) the Claims of Plaintiffs are typical of those of Settlement Class
8 Members;

9 (e) common issues predominate over any individual issues affecting the
10 members of the Settlement class, and;

11 (f) settlement of the Litigation on a class-action basis is superior to other
12 means of resolving this matter.

13 6. The Court appoints Gary M. Klinger of Milberg Coleman Bryson
14 Phillips Grossman PLLC, Raina C. Borrelli of Strauss Borrelli PLLC, Terence
15 Coates of Markovits, Stock & DeMarco, LLC, and J. Austin Moore of Stueve Siegel
16 Hanson LLP as Class Counsel, having determined that the requirements of Rule
17 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

18 7. The Court hereby appoints Plaintiffs Linda Hulewat, Karen Foti
19 Williams, Ralph Gallegos, Michael Martinez, Lynnae Anderson, Marie Therese
20 Montoya, Charles Peterson, Robert Kirk, Marilyn Zajacka, Lynda Israel, Latricia
21 Pelt, Barry Pelt, Ken Waters, Robert Ahrens Dorf, and David Yeager as the Class
22 Representatives for settlement purposes only on behalf of the Settlement Class.

23 **Notice to Settlement Members**

24 8. At the hearing for Plaintiffs' Motion for Preliminary Approval of the
25 Class Action Settlement, the Court approved the Settlement Agreement, as well as

1 the Long Notice, Short Notices, and Publication Notice to the Settlement
2 Agreement, and finds that the dissemination of the Settlement Notices substantially
3 in the manner and form set forth the Settlement Agreement (“Notice Plan”)
4 complies fully with the requirements of Federal Rule of Civil Procedure 23 and the
5 due process of law, and is the best notice practicable under the circumstances.

6 9. The Court further approves the Claim Form, substantially similar to
7 Exhibit C attached to the Settlement Agreement. The Claim Form, Exhibit A to the
8 Settlement Agreement, will be available on the Settlement Website and by request.

9 10. The notice procedures described in the Notice Plan are hereby found
10 to be the best means of providing notice under the circumstances and, when
11 completed, shall constitute due and sufficient notice of the proposed Settlement and
12 the Final Fairness Hearing to all persons affected by and/or entitled to participate in
13 the Settlement, in full compliance with the notice requirements of Rule 23 of the
14 Federal Rules of Civil Procedure and due process of law.

15 11. No later than thirty (45) days from the date of this Order preliminarily
16 approving the Settlement Agreement, the Settlement Administrator shall send the
17 Short Notices to each Damages Settlement Class Member through mailing the Short
18 Form Notices via electronic mail and/or U.S. Mail, first-class; and shall publish the
19 Long Notice on the Settlement Website as stated in the proposed Notice Plan. The
20 Settlement Administrator will also publish notice to the Injunctive Relief Class as
21 stated in the proposed Notice Plan. Contemporaneously with seeking Final
22 Approval of the Settlement, Class Counsel shall cause to be filed with the Court an
23 appropriate affidavit or declaration from the Claims Administrator with respect to
24 complying with the Notice Plan.

1 12. All costs incurred in disseminating or otherwise in connection with
2 the Settlement Notice shall be paid from the Settlement Fund pursuant to the
3 Settlement Agreement.

4 13. The Settlement Notices and Claim Form satisfy the requirements of
5 due process and of Rule 23(e) of the Federal Rules of Civil Procedure and are thus
6 approved for dissemination to the Settlement Class. The Claim Forms shall be made
7 available to the Settlement Class Members as set forth in the Notice Plan and shall
8 be made available to any Claims and the Released Parties.

9 14. The Settlement Administrator shall prepare and send all notices that
10 are required by the Class Action Fairness Act of 2005 (“CAFA”) as specified in 28
11 U.S.C. 1715. Class Counsel and Counsel for Defendant shall cooperate promptly
12 and fully in the preparation of such notices, including providing Defendant potential
13 Class Member that requests one.

14 **Attorneys’ Fees, Costs, and Service Awards**

15 15. The Settlement Agreement provides that, as part of the Settlement,
16 Class Counsel will request an amount of attorneys’ fees not to exceed one-third of
17 the value of the Settlement, inclusive of the value of the relief made available to the
18 Injunctive Relief Class, along with reasonable litigation costs. Pursuant to the
19 Settlement, Plaintiffs shall file their motion requesting attorneys’ fees, costs, and
20 service awards no later than 14 days before the Damages Settlement Class’s Opt out
21 and Objections deadline.

22 **Responses by Settlement Class Members and the Scheduling of a Final**
23 **Approval Hearing**

24 16. The Damages Settlement Class Members may opt-out or object up to
25 sixty (60) days after the Notice Date (the “Opt-Out Deadline”).

1 17. Any members of the Damages Settlement Class Members who wish
2 to be excluded (“opt-out”) from the Damages Settlement Class must send a written
3 request to the designated Post Office box established by the Claims Administrator
4 postmarked on or before the Opt-Out Deadline. Members of the Damages
5 Settlement Class may not opt-out of the Settlement by submitting requests to opt-
6 out as a group or class, but must in each instance individually and personally submit
7 an opt-out request. All Damages Settlement Class Members who opt-out of the
8 Settlement will not be eligible to receive any benefits under the Settlement, will not
9 be bound by any further orders or judgments entered for or against the Damages
10 Settlement Class, and will preserve their ability to independently pursue any claims
11 they may have against Defendant.

12 18. Any member of the Damages Settlement Class Members who does
13 not properly and timely opt-out of the Settlement shall, upon entry of the Final
14 Approval Order and Final Judgment, be bound by all the terms and provisions of
15 the Settlement Agreement and Released Claims, whether or not such Damages
16 Settlement Class Member objected to the Settlement and whether or not such
17 Damages Settlement Class Member received consideration under the Settlement
18 Agreement.

19 19. A hearing on the Settlement (the “Final Approval Hearing”) shall be
20 held before the Court _____, 2026 at ____:____.m.

21 20. At the Final Approval Hearing, the Court will consider (a) the
22 fairness, reasonableness, and adequacy of the proposed class Settlement and
23 whether the Settlement should be granted final approval by the Court; (b) dismissal
24 with prejudice of the Litigation; (c) entry of an order including the release of claims
25 and release of Enroll; (d) entry of a final approval order; and (e) entry of final

1 judgment in this Litigation. Proposed Class Counsel's application for award of
2 attorneys' fees and expenses, and requests for the Court to award a service award to
3 the named Plaintiffs, shall also be heard at the time of the hearing.

4 21. The date and time of the Final Approval Hearing shall be subject to
5 adjournment by the Court without further notice to the members of the Settlement
6 Class, other than that which may be posted by the Court. Should the Court adjourn
7 the date for the Final Approval Hearing, that shall not alter the deadlines for mailing
8 and publication of notice, the Opt-Out Deadline, or the deadlines for submissions of
9 settlement objections, claims, and notices of intention to appear at the Final Fairness
10 Hearing unless those dates are explicitly changed by subsequent Order. The Court
11 may also decide to hold the hearing via zoom or telephonically. Instructions on how
12 to appear at the Final Fairness Hearing will be posted on the Settlement Website.

13 22. Any person or entity who or which does not elect to be excluded from
14 the Damages Settlement Class may, but need not, enter an appearance through their
15 own attorney. Damages Settlement Class Members who do not timely object or opt-
16 out and that do not have an attorney who enters an appearance on their behalf will
17 be represented by Class Counsel.

18 23. Any person or entity who or which does not elect to be excluded from
19 the Damages Settlement Class may object to the proposed Settlement. Any
20 Damages Settlement Class Member may object to, among other things, (a) the
21 proposed Settlement, (b) entry of Final Approval Order and the judgment approving
22 the Settlement, (c) Proposed Class Counsel's Application for fees and expenses, or
23 (d) the service award request, by (i) serving a written objection upon Proposed Class
24 Counsel and Defendant's counsel or (ii) filing the written objection with the Court
25

1 through the Court's ECF system, with service on Proposed Class Counsel and
2 Defendant's counsel made through the ECF system.

3 24. Any Damages Settlement Class Member making the objection (an
4 "Objector") must submit the objection in writing and include all the following
5 information: (i) the objector's full name and address; (ii) the case name and docket
6 number: *Hulewat et al. v. Medical Management Resource Group LLC d/b/a*
7 *American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH; (iii) a written
8 statement of all grounds for the objection, including whether the objection applies
9 only to the objector, to a subset of the Damages Settlement Class, or to the entire
10 Damages Settlement Class, accompanied by any legal support for the objection the
11 objector believes applicable; (iv) the identity of any and all counsel representing the
12 objector in connection with the objection; (v) a statement whether the objector
13 and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the
14 objector's signature or the signature of the objector's duly authorized attorney or
15 other duly authorized representative (if any) representing him or her in connection
16 with the objection.. To be timely, any objection must be filed with the Clerk of Court
17 no later than sixty (60) Days after Notice Date.

18 25. If the objecting Damages Settlement Class Member intends to appear
19 at the Final Approval Hearing through counsel, the notice of appearance filed with
20 the Court must also identify the attorney(s) representing the objector who will
21 appear at the Final Approval Hearing and include each such attorney's name,
22 address, phone number, email address, state bar(s) to which counsel is admitted.

23 26. If the objecting Damages Settlement Class Member intends to request
24 permission from the Court to call witnesses at the Final Approval Hearing, the
25 objecting Settlement Class Member must provide a list of any such witnesses

1 together with a brief summary of each witness's expected testimony at least thirty
2 (30) Days before the Final Approval Hearing.

3 27. In order to be timely, objections, along with any notices of intent to
4 appear, must be mailed to Proposed Class Counsel and Defendant's Counsel with a
5 postmark date of no later than sixty (60) days after the Notice Date.

6 28. Only Damages Settlement Class Members who have filed and served
7 valid and timely notices of objection shall be entitled to be heard at the Final
8 Fairness Hearing. Any Damages Settlement Class Member who does not timely
9 mail or file and serve an objection in writing in accordance with the procedure set
10 forth in the Class Notice and mandated in this Order shall be deemed to have waived
11 any objection to (a) the Settlement; (b) the Released Claims and Released Parties;
12 (c) entry of Final Approval Order or any judgment; (d) Proposed Class Counsel's
13 application for fees, costs, and expenses, and/or (e) the Service Award requests for
14 the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

15 29. Settlement Class Members need not appear at the hearing or take any
16 other action to indicate their approval.

17 30. Upon entry of the Order and Final Judgment, all members of the
18 Damages Settlement Class who have not personally and timely requested to be
19 excluded from the Settlement Class will be enjoined from proceeding against
20 Defendant with respect to all of the Released with any and all information in their
21 possession necessary for the preparation of these notices. Defendant shall provide
22 courtesy copies of the notices to Proposed Class Counsel for the purpose of
23 implementing the settlement.

24 31. Upon entry of the Order and Final Judgment, each Injunctive Relief
25 Class Member shall be deemed to have, fully, finally, and forever released,

1 relinquished, and discharged the Released Parties from any and all claims for
2 injunctive and/or declaratory relief.

3 **Administration of the Settlement**

4 32. The Court hereby appoints the settlement administrator proposed by
5 the parties, Kroll Settlement Administration (the “Settlement Administrator”).
6 Responsibilities of the Settlement Administrator shall include: (a) establishing a
7 post office box for purposes of communicating with Settlement Class Members; (b)
8 disseminating notice to the Settlement Class; (c) developing a web site to enable
9 Settlement Class Members to access documents; (d) accepting and maintaining
10 documents sent from Damages Settlement Class Members relating to claims
11 administration; (e) administering the Settlement Fund, and; (f) distributing
12 settlement benefits to the Damages Settlement Class Members. Pursuant to the
13 Settlement Agreement, the Settlement Administrator and costs of administration
14 shall be paid from the Settlement Fund.

15 33. In the event the Settlement Agreement and the proposed settlement
16 are terminated in accordance with the applicable provisions of the Settlement
17 Agreement, the Settlement Agreement, the proposed Settlement, and all related
18 proceedings shall, except as expressly provided to the contrary in the Settlement
19 Agreement, become null and void, shall have no further force and effect, and
20 Settlement Class Members shall retain all of their current rights to assert any and all
21 claims against Defendant, and shall retain any and all of their current defenses and
22 arguments thereto. The Litigation shall thereupon revert forthwith to its respective
23 procedural and substantive status prior to the date of execution of the Settlement
24 Agreement and shall proceed as if the Settlement Agreement and all other related
25 orders and papers had not been executed.

34. 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 Enroll as to the validity of any claim that has been or could have been asserted against it or as to any liability by it 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.

Schedule and Deadlines

35. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after entry of Preliminary Approval Order
Notice Date	45 days after Preliminary Approval
Deadline for filing of Motion for Final Approval, including Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before the Damages Class Members' Objection 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
<u>Final Approval Hearing</u>	at __:__ a.m./p.m.,

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IT IS SO ORDERED.

Dated

United States District Court Judge

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT – 12**

— EXHIBIT E —

American Vision Creative

Press Release

If You Are a U.S. Resident Whose Personal Information Was Compromised in the American Vision Partners Data Incident, You Are Affected by a Class Action Settlement

Philadelphia, PA, Month DD, 2025 /PRNewswire/ -- -- The following statement is being issued by Kroll Settlement Administration regarding *Hulewat v. Medical Management Resource Group LLC d/b/a American Vision Partners*, No. 2:24-cv-00377-DJH (D. Ariz.).

A settlement has been reached in a class action lawsuit against Medical Management Resource Group LLC d/b/a American Vision Partners ("Defendant") regarding a cyberattack that was discovered in November 2023 (the "Data Incident"). Plaintiffs allege that personal information was compromised because of the Data Incident. Defendant denies this allegation.

You are included in this settlement as a "Settlement Class Member" if you are an individual whose personal information is collected or maintained by Defendant ("Injunctive Relief Class"); or approximately 258,070 U.S. residents whose Social Security Numbers and other personal information was compromised in the Data Incident ("Damages Settlement Class Members").

To settle injunctive relief claims, Defendant agrees to implement and maintain cybersecurity measures for a minimum period of time, including the creation of security-related roles, additional training and testing, and amended security policies.

The settlement provides Damages Settlement Class Members the opportunity to submit a Claim for Pro-Rata Cash Payments or Out-of-Pocket Expense Claims. You must file a Claim Form by mail or online at www.website.com by [DATE], to receive Damages Class Benefits.

If you are a Damages Settlement Class Member and do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you exclude yourself from the settlement, you keep your right to sue Defendant about the claims made in this action but you will receive no Damages Class Benefits.

If you are a Settlement Class Member and do not agree with any part of the settlement, you may object to it by [DATE]. You can object to the settlement only if you stay in the Settlement Class.

If you do nothing, you will remain in the Settlement Class and, if you are a Damages Settlement Class Member, you will not be eligible for any Damages Class Benefits. You will be bound by the decisions of the Court and give up your right to sue Defendant or any other Related Entities about the claims resolved by this settlement.

The Court will hold the Final Fairness Hearing on [DATE] at [TIME] MT to consider whether to approve the settlement, Class Counsel's request for attorney's fees, in the amount of 33.33% of the value of the settlement, and reasonable litigation costs. You or your own lawyer, if you have one, may attend the hearing at your own cost, but you don't have to.

More information, including a copy of the Settlement Agreement, is available at www.website.com.

American Vision Creative

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Source: Kroll Settlement Administration *(Required for press release to be issued.)*

Media Contact (press only): TBD, 000-000-0000 *(Required for press release to be issued. Not available to the general public, only to registered reporters).*