

<b>DISTRICT COURT, LARIMER COUNTY, COLORADO</b> 201 LaPorte Avenue Fort Collins, Colorado 80521	DATE FILED March 26, 2026 2:08 PM CASE NUMBER: 2025CV127  <b>▲ COURT USE ONLY ▲</b>
<b>Plaintiff:</b> Anthony Pfirmman v. <b>Defendant:</b> Alpine Ear, Nose, & Throat, PLLC.	
	Case Number: 2025CV127  Ctrm.: 3B
<b>PRELIMINARY APPROVAL ORDER</b>	

This matter is before the Court for consideration of whether the Settlement Agreement executed by the parties on March 17, 2026, should be preliminarily approved, the proposed Settlement Class<sup>1</sup> preliminarily certified, and the proposed Notice Program for notifying the Settlement Class of the Settlement should be approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Preliminary Certification of the Settlement Class**

- (1) The Court preliminarily certifies the following Settlement Class:  
  
 all individuals residing in the United States whose Private Information was or may have been involved in the Data Incident, including those who received notice of the Data Incident.

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, the Judge's immediate family, and Court staff.

The Settlement Class is preliminarily certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes only, the proposed Settlement Class meets all the requirements of Colo. R. Civ. P. 23, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Anthony Pfirman is designated and appointed as the Class Representative.

(4) William B. Federman and Jessica A. Wilkes of Federman & Sherwood are appointed as Class Counsel. The Court finds that Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

(5) Upon preliminary review, the Court finds the Settlement Agreement and proposed Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of Notice to the Settlement Class. Accordingly, the Settlement Agreement and proposed Settlement are preliminarily approved.

### **Final Approval Hearing**

(6) A Final Approval Hearing shall take place before the Court **at 8:30 a.m. on August 11, 2026, in Courtroom 3C of the Larimer County District Court, 201 LaPorte Street, Fort Collins, Colorado 80521**, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes only pursuant to Colo. R. Civ. P. 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the operative Complaint and Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order should be entered; and (e) the Application of Attorneys' Fees, Costs, and Service Award should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit their Application of Attorneys' Fees, Costs, and Service Award no later than 15 days before the Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly opted-out of the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to opt-out of the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

### **Administration**

(9) Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all Claims submitted by any Settlement

Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by or on behalf of Defendant as provided in the Settlement Agreement. Class Counsel and counsel for Defendant may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

**Notice to the Settlement Class**

(10) The Postcard Notice, Email Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1 through 4, satisfy the requirements of Colo. R. Civ. P. 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Class Counsel and counsel for Defendant. The Settlement Administrator is directed to carry out Notice and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Postcard Notice, Email Notice, Long Form Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Colo. R. Civ. P. 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

### **Opting-Out of the Settlement Class**

(12) Any individual that wishes to opt-out of the Settlement must mail a written notification of such intent by United States Mail to the designated address established by the Settlement Administrator, postmarked on or before 60 days from the date Notice is mailed to the Settlement Class. The written notification must clearly manifest an intent to be excluded or opt-out of the Settlement and Settlement Agreement and must include the requester's name, address, telephone number, email address, and signature. Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all opt-out requests promptly upon receipt and a final list of all persons that have timely and validly opted-out of the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested to opt-out of the Settlement.

### **Objections to the Settlement**

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before 60 days from the date Notice is mailed to the Settlement Class. For the objection to be considered by the Court, the written objection must include:

- (i) the objector's full name, mailing address, telephone number, and email address (if any);
- (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders

related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

- (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (ix) the objector's signature (an attorney's signature is not sufficient).

(18) A written notice of objection must be mailed to the Settlement Administrator.

Objections may also be electronically filed in the Action's electronic docket on or before the Objection Deadline with service on:

Class Counsel

William B. Federman  
**Federman & Sherwood**  
4131 N. Central Expressway, Ste. 900  
Dallas, TX 75204  
wbf@federmanlaw.com

Defendant's Counsel

David M. Ross  
Brian H. Myers  
**Wilson Elser LLP**  
1500 K Street, NW, Suite 330  
Washington, DC 20005  
david.ross@wilsonelser.com  
brian.myers@wilsonelser.com

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

#### **Claims Process and Distribution Plan**

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a Valid Claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and judgment.

#### **Termination of the Settlement and Use of this Order**

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the

Settlement Agreement and Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including attachments or exhibits and any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it/he/she may have in this Action or in any other lawsuit or proceeding.

#### **Stay of Proceedings**

(24) Except as necessary to effectuate this Order, this Action and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

#### **Continuance of Final Approval Hearing**

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

#### **Actions By Settlement Class Members**

(26) Plaintiff and Settlement Class Members, and persons purporting to act on their

behalf, are enjoined, pending Final Approval of the Settlement, from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal

**Jurisdiction**

(27) The Court finds it has personal and subject matter jurisdiction over this Action, the parties, and all Settlement Class Members.

**Summary of Deadlines**

(28) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

<b>ACTION</b>	<b>DEADLINE</b>
Notice Program begins	30 days after entry of this Preliminary Approval Order
Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Award)	At least 45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	60 days after the Notice Program begins
Objection Deadline	60 days after the Notice Program begins
Claim Form Deadline	90 days after the Notice Program begins

Final Approval Hearing

**8:30 a.m. on August 11, 2026, in Courtroom  
3C of the Larimer County District Court, 201  
LaPorte Street, Fort Collins, Colorado 80521**

SO ORDERED March 26, 2026.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'D. St. John II', written over a horizontal line.

Daniel M. St. John II  
District Court Judge