SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HEATHER HEATH, *et. al.*, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES, and Does 1 Through 20, Inclusive,

Defendant.

Case No. 24STCV03018

(*Assigned to Hon. Timothy P. Dillon*)

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

The Court has before it Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans' ("Class Representatives or "Plaintiffs") Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class; the Declarations of Class Counsel, Plaintiffs, the Settlement Administrator, and the Non-Profit Residual Recipient and the Parties' settlement agreement (the "Settlement" or "SA"); having presided over a hearing on July 1, 2025; and good cause appearing, the Court finds and orders as follows:

1. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class[1] based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Keenan & Associates ("Keenan" or "Defendant"), filed concurrently with Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class. The Court grants preliminary approval of the Settlement of this Action pursuant to California Rules of Court, Rule 3.769(c).

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Fairness Hearing and final approval by this Court. The Court notes that Defendant has agreed to provide the following compensation to all Class Members who submit a valid claim: (i) three years of Credit Monitoring and Identity Theft Insurance Services ("CMIS") (up to $1 million of insurance coverage and three-bureau credit monitoring); and (ii) one of the following Settlement Payments: (1) a cash payment of up to $10,000 for Documented Losses and/or expenditures more likely than not related to the Data Security Incident (requires submission of Reasonable Documentation), or (2) a pro rata cash payment, calculated in accordance with the terms of the Settlement Agreement (with a stepped up payment to California residents because of the statutory claims available to them). Further, the

[1] Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned to them in the Settlement Agreement. (SA, Sec. 1, Definitions.).

Settlement provides: (i) significant injunctive relief and data privacy enhancements with a two year commitment from Keenan, that will ensure Keenan has adequate processes and procedures to safeguard its customers' Personally Identifying Information and Personal Health Information in the future; (ii) Class Representative service payments of $2,000 for each Plaintiff, respectively; and (iii) Class Counsel's attorneys' fees and litigation costs and expenses of up to $4,975,000.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Settlement Class Members, when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant formal and informal discovery, investigation, research, and litigation has been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Service Payments should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members is hereby set in accordance with the schedule set forth below. Consideration of any application for an award of attorneys' fees, costs, expenses, and Service Payments shall be separate from consideration of whether the proposed Settlement should be approved, and from each other, and shall be embodied in separate orders.

5. The Court provisionally certifies for settlement purposes the following class (the "Settlement Class"): "all residents of the United States who were notified by Keenan that their PII was or may have been affected in the Data Security Incident." Excluded from the Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, and members of their families; (2)

Keenan and its subsidiaries, parent companies, successors, predecessors, and any entity in which Keenan or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans.

8. The Court appoints, for settlement purposes only, Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC, Ryan J. Clarkson and Yana Hart of Clarkson Law Firm, PC, M. Anderson Berry and Gregory Haroutunian of Clayeo C. Arnold, APC, and Benjamin F. Johns and Samantha E. Holbrook of Shub Johns & Holbrook LLP, as Settlement Class Counsel.

9. The Court preliminarily finds that the Plaintiffs and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members in accordance with Code Civ. Proc. § 382.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator.

11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan; (2) the Long Form Notice, attached as Exhibit E to the Settlement Agreement; (3) the Summary Notice, attached as Exhibit G (Postcard and Email Notice) to the Settlement Agreement; and (4) the Claim Form, attached as Exhibit A to the Settlement Agreement.

12. The Court finds on a preliminary basis that the Notice Plan for distribution of notice to Settlement Class Members satisfies due process, provides the best notice practicable under the

circumstances, and shall constitute due and sufficient notice to all persons entitled thereto, and the terms of the Settlement Agreement, and the Fairness Hearing, and complies fully with the requirements of the California Rules of Court, the California Code of Civil Procedure, the California Civil Code, the Constitution of the State of California, the United States Constitution, and any other applicable law.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings and litigation deadlines are stayed in this Action and all Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement pending decision on Final Approval of the Settlement, unless the Settlement Class Member timely submits a valid Request for Exclusion as defined in the Settlement Agreement.

15. The Court finds that the Notice Plan adequately informs members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement.

16. Any member of the Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Fairness Hearing. The names of all Persons timely submitting valid Requests for Exclusion shall be provided to the Court.

17. Any Settlement Class Member who does not submit a valid Request for Exclusion as forth by the Settlement shall not be excluded from the Settlement Class.

18. Any Settlement Class Member who is not excluded from the Settlement Class shall be deemed to have released the Released Claims.

19. Service of all papers on counsel for the Parties shall be made as follows for Class Counsel:

Tina Wolfson
Andrew W. Ferich
AHDOOT & WOLFSON, PC
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505

Ryan Clarkson
Yana Hart
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

Benjamin F. Johns
Samantha E. Holbrook
SHUB JOHNS & HOLBROOK LLP
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

M. Anderson Berry
Gregory Haroutunian
CLAYEO C. ARNOLD, A PROFESSIONAL CORPORATION
12100 Wilshire Blvd., 8th Flr.
Los Angeles, CA 90025

20. Any Settlement Class Member who is not excluded from the Settlement Class may object to the Settlement. To validly object to the Settlement Agreement, an objecting class member must mail or e-mail their objection to the Settlement Administrator, Class Counsel, and Keenan's Counsel and include: (i) their full name, current mailing address, and telephone number; (ii) a signed statement that they believe yourself to be a member of the Settlement Class; (iii) whether the objection applies only to the them as the objector, a subset of the Settlement Class, or the entire Settlement Class, (iv) the specific grounds for their objection; (v) all documents or writings that they desire the Court to consider; and (vi) a statement regarding whether they (or counsel of their choosing) intend to appear at the Final Fairness Hearing by [Objection Deadline].

21. The procedures and requirements for submitting objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

22. The Claims Administrator shall post the Settlement and all related documents on the Settlement Website. The Settlement shall include the approved class definition set forth in Paragraph 3 above and the final notices and claim form.

23. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other

case or controversy; in such event the Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

24. The Court orders the notice to be executed according to the schedule set out in the Settlement Agreement. The Court further orders the following schedule:

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	5 calendar days after this Order granting preliminary approval of class action settlement **July 7, 2025**
Notice Date (the date Settlement Administrator must commence Class Notice)	30 calendar days after this Order granting preliminary approval of class action settlement **August 1, 2025**
Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline **September 24, 2025**
Objection Deadline (filing deadline for Objections)	75 calendar days after the Notice Date **October 15, 2025**
Exclusion Deadline (deadline to submit Opt-Outs)	75 calendar days after the Notice Date **October 15, 2025**
Filing of Plaintiffs' Motion for Final Approval	21 days before Final Fairness Hearing **October 24, 2025**
Claims Deadline (deadline to submit Claim Forms)	90 calendar days after the Notice Date **October 30, 2025**
Final Fairness Hearing	**November 14, 2025**

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

IT IS SO ORDERED.

Dated: 07/03/2025

Hon. Timothy P. Dillon
Judge, Superior Court of California
Timothy Patrick Dillon/Judge