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15 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

16 **IN AND FOR MARICOPA COUNTY**

17 BILL JACKSON, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 CIOX HEALTH, LLC D/B/A
22 DATAVANT GROUP

23 Defendant.

Case No CV2025-062690

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

(Assigned to the Honorable
Adam Driggs)

24 The Court having considered all matters submitted to it , and the parties' stipulation
25 that a Preliminary Approval Hearing is not necessary finds no just reason for delay in entry
26 of this Preliminary Approval Order ("Order") and good cause appearing therefore,
27 andhaving considered the papers filed in connection with the Settlement, having considered
28 all of the other files, records, and proceedings in the Action, and being otherwise fully
advised,

1 Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns
2 of any such excluded natural person.

3 6. Pursuant to Rule 23(a) and (b)(3), the Court provisionally finds, for
4 settlement purposes only, that: (a) the Class is so numerous that joinder of all Class
5 Members is impracticable; (b) there are questions of law and fact common to the Class;
6 (c) the Plaintiff's claims are typical of the claims of the Class; (d) the Plaintiff will fairly
7 and adequately protect the interests of the Class; (e) the questions of law or fact common
8 to the Class Members predominate over any questions affecting only individual members;
9 and (f) that a class action is superior to other available methods for fairly and efficiently
10 adjudicating the controversy.

11 7. In reaching this provisional finding, the Court has considered: (1) the class
12 members' interests in individually controlling the prosecution or defense of separate
13 actions; (2) the extent and nature of any litigation already begun by or against class
14 members; (3) the desirability of concentrating the litigation in this Court; and (4) the
15 attendant difficulties of managing a class action vis-à-vis the superiority of a class action
16 as a method for fairly and efficiently adjudicating the controversy. *See* Ariz. R. Civ. P.
17 23(b)(3).

18 **CLASS REPRESENTATIVE, CLASS COUNSEL,**
19 **AND CLAIMS ADMINISTRATOR**

20 8. The Court finds that Bill Jackson will be an adequate Class Representative,
21 and hereby appoints him as Class Representative.

22 9. Pursuant to Rule 23(g), and upon consideration of the factors in Rule
23 23(g)(1) and (g)(4), the Court hereby appoints Milberg Coleman Bryson Phillips
24 Grossman PLLC and Perez Law Group, PLLC as Class Counsel, and finds that they will
25 adequately represent the interests of the Class.

26 10. The Court appoints Kroll Settlement Administration, LLC ("Kroll") as
27 Settlement Administrator.
28

1 **NOTICE TO CLASS**

2 11. Notice to the Class and the Costs of Claims Administration in accordance
3 with the Preliminary Approval Order shall be paid from the Settlement Fund. Any
4 attorneys' fees, costs, and expenses of Plaintiff's Counsel, and service award to the Class
5 Representative, as approved by the Court, shall also be paid from the Settlement Fund.

6 12. The notice plan in the Settlement Agreement satisfies Rule 23, provides the
7 best notice practicable under the circumstances and adequately notifies Class Members of
8 their rights, and is hereby approved.

9 13. The Claim Form, Short Notice, and Long Notice, attached as **Exhibits**
10 **A, B, and C**, respectively, to the Settlement Agreement, comply with Rule 23 are
11 constitutionally adequate and are hereby approved. The notice contains all essential
12 elements required to satisfy state statutory requirements and due process under Rule 23,
13 the United States Constitution, the Arizona Constitution and other applicable laws.

14 14. Pursuant to Rule 23, the Court further finds that the form, content, and
15 method of providing the direct and publication notice, as described in the Settlement
16 Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the
17 Settlement Class under the circumstances; (b) are reasonably calculated to apprise
18 Settlement Class Members of the pendency and nature of the action, the definition of the class
19 certified, the class claims, issues, or defenses, the terms of the Settlement, their rights under
20 the Settlement, including, but not limited to, their rights to object to or exclude themselves
21 from the Settlement, that the Court will exclude from the class any member who requests
22 exclusion, the time and manner for requesting such exclusion, and the binding effect of a
23 class judgment on Settlement Class Members; and (c) are reasonable and constitute due,
24 adequate, and sufficient notice to all Settlement Class Members.

25 15. The Settlement Administrator is directed to carry out notice, including the
26 claims process, as set forth in the Settlement Agreement.

1 contain a statement to the effect that “I hereby request to be excluded from the proposed
2 Settlement Class in “*Bill Jackson v. Ciox Health LLC d/b/a Datavant Group, No. CV2025-*
3 *062690.*” Any person who elects to request exclusion from the Settlement Class shall not
4 (i) be bound by any orders or Judgment entered in this action, (ii) be entitled to relief under
5 this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to
6 object to any aspect of this Agreement. Requests for Exclusion may only be done on an
7 individual basis, and no person may request to be excluded from the Settlement Class
8 through “mass” or “class” opt outs.

9 21. Any Class Member who wishes to object to the Settlement, the Settlement
10 Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final
11 Approval Hearing and show cause, if any, for why the Settlement should not be approved
12 as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered
13 thereon, why the Settlement Benefits should not be approved, or why the Service Awards
14 and/or the Fee Award and Costs should not be granted, may do so, but must proceed as
15 set forth in this paragraph. No Class Member or other person will be heard on such
16 matters unless they have filed in this action the objection, together with any briefs, papers,
17 statements, or other materials the Class Member or other person wishes the Court to
18 consider, within sixty (60) days following the Notice Date. All written objections and
19 supporting papers must clearly (a) state the Class Member’s full name, current mailing
20 address, and telephone number; (b) include proof that the Class Member is a member of
21 the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of
22 the Data Security Incident); (c) identify the specific factual and legal grounds for the
23 objection and state whether it applies only to the objector, to a specific subset of the class,
24 or to the entire class; (d) identify all counsel representing the Class Member, if any; (e)
25 include a list, including case name, court, and docket number, of all other cases in which
26 the objector and/or the objector’s counsel has filed an objection to any proposed class
27 action settlement in the past five (5) years; and (f) contain a statement regarding whether
28

1 the Class Member (or counsel of his or her choosing) intends to appear at the Final
2 Approval Hearing. All objections must be emailed or postmarked to the Settlement
3 Administrator on or before the Objection Deadline, as set forth above.

4 22. Any Settlement Class Member who does not make their objections in the
5 manner and by the date set forth in the Settlement Agreement shall be deemed to have
6 waived any objections and shall be forever barred from raising such objections in this or
7 any other action or proceeding, absent further order of the Court.

8 **FINAL APPROVAL HEARING**

9
10 23. A Final Fairness Hearing shall be held virtually on September 4, 2026 at
11 11:00 am , and so noticed on the Settlement Website. The Court may require or allow the
12 Parties and any objectors to appear at the Final Fairness Hearing virtually using the
13 following link:

14
15 **Microsoft Teams meeting**

16 **Join on your computer or mobile app**

17 [Click here to join the meeting](#)

18 **Or call in (audio only)**

19 +1 917-781-4590,,969248722# United States, New York City

20 Phone Conference ID: 969 248 722#

21 [Find a local number](#) | [Reset PIN](#)

22 [Learn More](#) | [Meeting options](#)

23 tinyurl.com/jbazmc-cvj22

24 24. At the Final Fairness Hearing, the Court will determine whether: (1) this
25 action should be finally certified as a class action for settlement purposes pursuant to
26 Rule 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate;
27 (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement
28

1 Agreement; (4) Settlement Class Members should be bound by the Releases set forth
2 in the Settlement Agreement; (5) Class Counsel's application for attorneys' fees and costs
3 should be approved; and (6) the Class Representative's requests for Service Awards
4 should be approved.

5 25. Class Counsel shall file a motion for attorneys' fees and costs and Class
6 Representative's request for a service award on or before fourteen (14) days prior to the
7 Objection Deadline.

8 26. Class Counsel shall file a motion for Final Approval and Judgment no
9 later than fourteen (14) days prior to the date of the Final Fairness Hearing.

10 27. In the event the Settlement is not approved by any court, is terminated for
11 any reason by the Parties or otherwise, is declared null and void, or in the event the
12 Effective Date does not occur, the Parties to the Settlement Agreement, including
13 Settlement Class Members, shall be deemed to have reverted, without prejudice to their
14 rights in the Litigation, to their respective status in the Litigation immediately prior to the
15 execution of the Settlement Agreement, and, except as otherwise expressly provided in
16 the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement
17 Agreement and any related orders had not been entered. In addition, any orders entered
18 pursuant to the Settlement Agreement shall be deemed null and void and vacated and
19 shall not be used in or cited by any Person in support of claims or defenses in the
20 Litigation (except as necessary to explain procedural history).

21 28. In the event the Settlement is not approved by any court, is terminated for
22 any reason by the Parties or otherwise, is declared null and void, or in the event the
23 Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel
24 shall not be responsible or liable for costs of notice and administration associated with the
25 Settlement or the Settlement Agreement, except that each Party shall bear its own
26 attorneys' fees and costs.

1 2	Deadline for Plaintiff to file motion for attorneys' fees, expenses and service award for Class Representative	14 days prior to the Objection Deadline
3 4	Deadline for Plaintiff to file the motion for Final Approval and Judgment	14 days prior to the Final Approval Hearing
5 6	Final Fairness Hearing	No earlier than 120 days after the entry of the Preliminary Approval Order

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

9
10 Dated: _____

11
12 _____
13 The Honorable Adam Driggs

eSignature Page 1 of 1

Filing ID: 21869008 Case Number: CV2025-062690
Original Filing ID: 21646094

Granted with Modifications



/S/ Adam Driggs Date: 4/17/2026
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2025-062690

SIGNATURE DATE: 4/17/2026

E-FILING ID #: 21869008

FILED DATE: 4/20/2026 8:00:00 AM

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