

**CAUSE NO. DC-25-12249**

**TAMMY OLSON**, individually, and on behalf  
of all others similarly situated,

IN THE DISTRICT COURT

Plaintiff,

DALLAS COUNTY, TEXAS

**OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC d/b/a U.S.  
DERMATOLOGY PARTNERS,**

44<sup>TH</sup> JUDICIAL DISTRICT

Defendant.

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiff, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant became aware of a cybersecurity incident wherein an unauthorized third party unlawfully gained access to Defendant's network on or about June 19, 2024 which may have resulted in unauthorized access to the Private Information of 13,986 individuals (defined below as the "Data Incident").

2. On or about May 30, 2025, Defendant began sending notification letters to those individuals. Following the Data Incident, on April 17, 2025, Plaintiff filed a putative class action against Defendant in the United States District Court for the Northern District of Texas, seeking damages on behalf of herself and a putative class of all similarly situated individuals.

3. Shortly thereafter, in an effort to conserve resources for the benefit of the those

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

impacted in the Data Incident, the Parties began discussing settlement.

4. In connection with their settlement discussions, Defendant provided Plaintiff with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

5. During the course of the negotiations, the Parties decided that jurisdiction was proper in state court. Consequently, Plaintiff dismissed the federal case and refiled this Action on July 30, 2025.

6. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the Settlement on August 20, 2025.

7. The Complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, and unjust enrichment on behalf of a national class.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint or related to the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of

liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. **“Action”** means the class action lawsuit entitled: *Tammy Olson v. Oliver Street Dermatology Management LLD d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249 pending in the 44<sup>th</sup> Judicial District of Dallas County, Texas.

13. **“Agreement” or “Settlement” or “Settlement Agreement”** means this agreement, and all exhibits attached hereto, between Plaintiff and Defendant.

14. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for a Service Award for the Class Representative.

15. **“Attorneys’ Fees and Costs Payment”** means the Court-approved attorneys’ fees and costs that are paid by the Defendant to Class Counsel.

16. **“Claim”** means the submission of a Claim Form by a Claimant.

17. **“Claimant”** means an individual who submits a Claim Form for Settlement Benefits to the Settlement Administrator.

18.     **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19.     **“Claim Form Deadline”** shall be the postmark date and/or online submission deadline by which a Claim Form may be submitted to the Settlement Administrator, which shall be no later than 60 days from the date Notice of this Settlement is mailed to the Settlement Class.

20.     **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine validity.

21.     **“Class Counsel”** means: Jeff Ostrow of Kopelowitz Ostrow P.A. and Joe Kendall of Kendall Law Group, LLP.

22.     **“Class List”** means the list of the names and current or last known mailing address information, to the extent reasonably available, for the 13,986 Settlement Class Members.

23.     **“Class Representative”** means Plaintiff.

24.     **“Complaint”** means the Class Action Complaint filed by Plaintiff in this Action on June 25, 2025.

25.     **“Court”** means the 44<sup>th</sup> Judicial District of Dallas County, Texas, and the Judge(s) assigned to the Action.

26.     **“Credit Monitoring”** means the two years of one-bureau credit monitoring services that Settlement Class Members may elect as part of the Settlement Benefits.

27.     **“Data Incident”** means unauthorized access to Defendant’s network on June 19, 2024, that was discovered by Defendant, and which may have resulted in the unauthorized access to the Private Information of 13,986 individuals.

28.     **“Defendant”** means Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners

29.     **“Defendant’s Counsel”** means Christopher Wiech and Cornelia Brandfield-Harvey of Baker & Hostetler LLP.

30.     **“Effective Date”** means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

31.     **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as *Exhibit 5*.

32.     **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

33.     **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

34.     **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

35.     **“Motion for Final Approval”** means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

36.     **“Motion for Preliminary Approval”** means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

37.     **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

38.     **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class which includes Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

39.     **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

40.     **“Objection Deadline”** means 45 days from the date Notice of this Settlement is mailed to the Settlement Class.

41.     **“Opt-Out Deadline”** means 45 days from the date Notice of this Settlement is mailed to the Settlement Class.

42.     **“Party”** means either Plaintiff or Defendant, and **“Parties”** means Plaintiff and Defendant collectively.

43.     **“Plaintiff”** means Tammy Olson.

44.     **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

42.     **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43.     **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

44.     **“Private Information”** means some combination of Settlement Class Members’ names, dates of birth, medical record numbers, health insurance information, medical record information, and/or Social Security numbers.

45.     **“Related Entities”** means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and 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 this 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.

46.     **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

47.     **“Released Claims”** collectively means any and all past, present, and future claims and causes of action Including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States, violations of all state statutory claims, negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, fraud, misrepresentation (whether fraudulent, negligence, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages,

exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning, or arising out of the Data Incident, including Unknown Claims, released by this Settlement Agreement, as set forth in Paragraph 91. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

48.     **“Released Parties”** means the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

49.     **“Releasing Parties”** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

50.     **“Service Award”** means the payment the Court may award the Plaintiff for serving as the Class Representative, not to exceed \$1,500, which is in addition to any Settlement Benefit due to Plaintiff as a Settlement Class Member. The Service Award shall be paid by Defendant separate from the Settlement Benefits.

51.     **“Settlement Administrator”** means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

52.     **“Settlement Administration Costs”** means the reasonable costs and fees of the Settlement Administrator regarding Notice and Settlement administration,

53.     **“Settlement Benefits”** means the benefits for (a) two years of one-bureau Credit Monitoring; (b) “Lost Time”; and (c) “Documented Out-of-Pocket Losses” that Settlement Class Members may file Claims for under this Settlement Agreement, as set forth in Section IV.

54.     **“Settlement Class”** means individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident. 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, that Judge’s immediate family, and Court staff.

55.     **“Settlement Class Member”** means any member of the Settlement Class who has not timely opted-out of the Settlement.

56.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

57.     **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

### **III. Certification of the Settlement Class**

58. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for purposes of settlement only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

### **IV. Settlement Consideration**

59. The Settlement shall be administered on a wholly claims-made basis. Settlement Class Members may submit a Claim Form to receive Settlement Benefits. The Settlement Administrator will only issue Settlement Benefits under the Settlement Agreement. The Settlement Class Members must timely submit a Claim by the Claim Form Deadline. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim. Any Settlement Class Member who fails to submit a Valid Claim Form will not receive any benefits under this Settlement and shall be bound by the Settlement Agreement, including the releases described herein.

60. **Settlement Benefits.** Settlement Class Members may submit a claim to receive (a) Credit Monitoring; (b) reimbursement for Lost Time; and/or (c) reimbursement for Documented Out-of-Pocket Losses.

a. **Credit Monitoring.** Settlement Class Members may submit a claim to receive two years of one-bureau credit monitoring services.

b. **Reimbursement for Lost Time.** Settlement Class Members may submit a claim for up to four hours of time spent responding to the Data Incident at \$20.00 per hour (up to \$80.00 total per Settlement Class Member). To receive payment for attested time losses, a Settlement Class Member must elect Lost Time on the Claim Form and provide an attestation and written description of (i) the actions taken in response to the Data Incident, and (ii) the time associated with those actions.

c. **Reimbursement for Documented Out-of-Pocket Losses.** Settlement Class Members may also submit a Claim to elect to receive a cash payment under this section for (i) up to \$400.00 for “Ordinary Documented Losses” (e.g., purchasing credit monitoring after receiving notice of the incident), or (ii) up to \$4,000 for “Identity Fraud Losses” that can be reasonably traced to the Data Incident.

i. Settlement Class Members may elect to receive up to \$400.00 for reimbursement of Ordinary Documented Losses related to the Data Incident. Such Ordinary Documented Losses include, without limitation and by way of example, costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between June 19, 2024, and the Claim Form Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; if (1) the loss is an actual,

documented, and unreimbursed monetary loss; (2) the loss was reasonably related to the Data Incident; and (3) the loss was incurred after the date of the Data Incident.

ii. As an alternative to receiving Ordinary Documented Losses, Settlement Class Members may submit a claim for up to \$4,000.00 for Identity Fraud Losses attributable to fraud or identity theft that can be reasonably traced to the Data Incident, if (1) the loss is an actual, documented, and unreimbursed loss attributable to fraud or identity theft; (2) the fraud or identity theft was more likely than not caused by the Data Incident; and (3) the loss was incurred after the date of the Data Incident.

iii. The Settlement Class Member electing either Ordinary Documented Losses or Identity Fraud Losses on the Claim Form must submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for out-of-pocket expenses paid or for identity fraud. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. A personal certification, declaration, or affidavit from the Settlement Class Member does not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement

Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

**61. Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiff, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

**V. Settlement Approval**

62. Within 10 day of signing this Agreement, Plaintiff shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and Joe Kendall as Class Counsel; (7) appoint Plaintiff as the Class Representative; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

63. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order

and the Agreement, and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Texas Constitution.

64. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Settlement Benefits to Settlement Class Members who submit Valid Claims.

65. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Benefits;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Settlement Benefits;

k. Distributing Settlement Benefits to Settlement Class Members who submit Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Benefits have been properly distributed and that Credit Monitoring activation codes have been sent.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

66. Defendant will make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order.

67. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be made to all Settlement Class Members via US Postal Mail. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. In the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within 10 days of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least 14 days prior to the Objection Deadline and Opt-Out Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within seven days of receiving such information. This shall be the final requirement for mailing.

68. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for

Attorneys' Fees, Costs, and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

69. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

70. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

71. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

72. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five 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;

d. 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;

e. 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 five 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 five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

## **VIII. Claim Form Process and Disbursement of Settlement Benefits**

73. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Benefit and how to submit a Claim Form.

74. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

75. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

76. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

77. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

78. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

79. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

80. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

81. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

82. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

83. No later than 45 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Benefits.

84. Settlement Class Members with Valid Claims for Credit Monitoring will receive an email with the activation code. Payments to Settlement Class Members for Lost Time and Documented Out-of-Pocket Losses will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

## **IX. Final Approval Order and Final Judgment**

85. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the initial

date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

86. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **X. Service Award, Attorneys' Fees, and Costs**

87. The Parties did not discuss the Service Award and Attorneys' Fees and Costs Payment until after the Parties agreed to the material terms of the Settlement. Defendant and Class Counsel have agreed to the following.

88. **Service Award** Class Counsel, on behalf of the Class Representative, may seek Service Award of up to \$1,500.00, subject to Court approval. The Service Award shall be payable separate and apart from the Class Representative's entitlement to Settlement Benefits. With receipt of a W-9 and payment instructions from Class Counsel, Defendant shall pay or cause to be paid the Court-approved Service Award by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date.

89. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for a reasonable Attorneys' Fees and Costs Payment in the amount of \$150,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved Attorneys' Fees and Costs Payment by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date and receipt of necessary W-9 and payment instructions.

90. This Settlement is not contingent on approval of the Attorneys' Fees and Costs Payment or Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

## **XI. Releases**

91. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of

the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiff does not know or suspects to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING 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 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the

Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

92. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Benefit, under the Settlement.

93. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

94. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

95. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

96. Defendants shall have the option to terminate this Agreement by notifying Class Counsel and the Court of its intent to do so within 14 days after the Opt-Out Deadline, only if more than 100 members of the Settlement Class timely and validly opt-out of the Settlement.

97. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

98. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

99. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. No Admission of Liability**

100. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

101. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

102. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

103. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

104. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

#### **XV. Miscellaneous Provisions**

105. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

106. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

107. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

108. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

109. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

110. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

111. ***No Conflict Intended.*** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

112. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Texas, without regard to the principles thereof regarding choice of law.

113. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

114. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

115. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Jeff Ostrow  
**Kopelowitz Ostrow P.A.**

1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)

If to Defendant or Defendant's Counsel:

Christopher A. Wiech  
**Baker & Hostetler LLP**  
1170 Peachtree St., Ste. 2400  
Atlanta, GA 30309  
[cwiech@bakerlaw.com](mailto:cwiech@bakerlaw.com)

Cornelia Brandfield-Harvey  
**Baker & Hostetler LLP**  
999 3rd Ave, Suite 3900  
Seattle, WA 98104  
[cbrandfieldharvey@bakerlaw.com](mailto:cbrandfieldharvey@bakerlaw.com)

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

116. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

117. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

118. ***Authority.*** Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or

she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

119. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

120. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

121. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signatures on the following page*

**PLAINTIFF TAMMY OLSON:**

TammyOlson (Oct 21, 2025 20:04:24 EDT)

**TAMMY OLSON**

Date: Oct 21, 2025

**DEFENDANT OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC D/B/A U.S.  
DERMATOLOGY PARTNERS**

Christopher A. Wiech

By: Christopher A. Wiech

Its Counsel

Date: Oct 22, 2025

**Approved as to form by:**

***CLASS COUNSEL***

Jeffrey Ostrow

Jeffrey Ostrow (Oct 21, 2025 09:19:34 PDT)

**JEFF OSTROW**

KOPELOWITZ OSTROW P.A.

Date: Oct 21, 2025

***COUNSEL FOR DEFENDANT***

Christopher A. Wiech

**CHRISTOPHER A. WIECH**  
BAKER & HOSTETLER LLP

Date: Oct 22, 2025

# **EXHIBIT A**

**CAUSE NO. DC-25-12249**

**TAMMY OLSON**, individually, and on behalf  
of all others similarly situated,

IN THE DISTRICT COURT

Plaintiff,

DALLAS COUNTY, TEXAS

**OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC d/b/a U.S.  
DERMATOLOGY PARTNERS,**

44<sup>TH</sup> JUDICIAL DISTRICT

Defendant.

/

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiff, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant became aware of a cybersecurity incident wherein an unauthorized third party unlawfully gained access to Defendant's network on or about June 19, 2024 which may have resulted in unauthorized access to the Private Information of 13,986 individuals (defined below as the "Data Incident").

2. On or about May 30, 2025, Defendant began sending notification letters to those individuals. Following the Data Incident, on April 17, 2025, Plaintiff filed a putative class action against Defendant in the United States District Court for the Northern District of Texas, seeking damages on behalf of herself and a putative class of all similarly situated individuals.

3. Shortly thereafter, in an effort to conserve resources for the benefit of the those

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

impacted in the Data Incident, the Parties began discussing settlement.

4. In connection with their settlement discussions, Defendant provided Plaintiff with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

5. During the course of the negotiations, the Parties decided that jurisdiction was proper in state court. Consequently, Plaintiff dismissed the federal case and refiled this Action on July 30, 2025.

6. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the Settlement on August 20, 2025.

7. The Complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, and unjust enrichment on behalf of a national class.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint or related to the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of

liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. **“Action”** means the class action lawsuit entitled: *Tammy Olson v. Oliver Street Dermatology Management LLD d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249 pending in the 44<sup>th</sup> Judicial District of Dallas County, Texas.

13. **“Agreement” or “Settlement” or “Settlement Agreement”** means this agreement, and all exhibits attached hereto, between Plaintiff and Defendant.

14. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for a Service Award for the Class Representative.

15. **“Attorneys’ Fees and Costs Payment”** means the Court-approved attorneys’ fees and costs that are paid by the Defendant to Class Counsel.

16. **“Claim”** means the submission of a Claim Form by a Claimant.

17. **“Claimant”** means an individual who submits a Claim Form for Settlement Benefits to the Settlement Administrator.

18.     **“Claim Form”** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19.     **“Claim Form Deadline”** shall be the postmark date and/or online submission deadline by which a Claim Form may be submitted to the Settlement Administrator, which shall be no later than 60 days from the date Notice of this Settlement is mailed to the Settlement Class.

20.     **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine validity.

21.     **“Class Counsel”** means: Jeff Ostrow of Kopelowitz Ostrow P.A. and Joe Kendall of Kendall Law Group, LLP.

22.     **“Class List”** means the list of the names and current or last known mailing address information, to the extent reasonably available, for the 13,986 Settlement Class Members.

23.     **“Class Representative”** means Plaintiff.

24.     **“Complaint”** means the Class Action Complaint filed by Plaintiff in this Action on June 25, 2025.

25.     **“Court”** means the 44<sup>th</sup> Judicial District of Dallas County, Texas, and the Judge(s) assigned to the Action.

26.     **“Credit Monitoring”** means the two years of one-bureau credit monitoring services that Settlement Class Members may elect as part of the Settlement Benefits.

27.     **“Data Incident”** means unauthorized access to Defendant’s network on June 19, 2024, that was discovered by Defendant, and which may have resulted in the unauthorized access to the Private Information of 13,986 individuals.

28.     **“Defendant”** means Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners

29.     **“Defendant’s Counsel”** means Christopher Wiech and Cornelia Brandfield-Harvey of Baker & Hostetler LLP.

30.     **“Effective Date”** means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

31.     **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as *Exhibit 5*.

32.     **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

33.     **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

34.     **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

35.     **“Motion for Final Approval”** means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

36.     **“Motion for Preliminary Approval”** means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

37.     **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

38.     **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class which includes Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

39.     **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

40.     **“Objection Deadline”** means 45 days from the date Notice of this Settlement is mailed to the Settlement Class.

41.     **“Opt-Out Deadline”** means 45 days from the date Notice of this Settlement is mailed to the Settlement Class.

42.     **“Party”** means either Plaintiff or Defendant, and **“Parties”** means Plaintiff and Defendant collectively.

43.     **“Plaintiff”** means Tammy Olson.

44.     **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

42.     **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43.     **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

44.     **“Private Information”** means some combination of Settlement Class Members’ names, dates of birth, medical record numbers, health insurance information, medical record information, and/or Social Security numbers.

45.     **“Related Entities”** means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and 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 this 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.

46.     **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

47.     **“Released Claims”** collectively means any and all past, present, and future claims and causes of action Including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States, violations of all state statutory claims, negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, fraud, misrepresentation (whether fraudulent, negligence, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages,

exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning, or arising out of the Data Incident, including Unknown Claims, released by this Settlement Agreement, as set forth in Paragraph 91. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

48.     **“Released Parties”** means the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

49.     **“Releasing Parties”** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

50.     **“Service Award”** means the payment the Court may award the Plaintiff for serving as the Class Representative, not to exceed \$1,500, which is in addition to any Settlement Benefit due to Plaintiff as a Settlement Class Member. The Service Award shall be paid by Defendant separate from the Settlement Benefits.

51.     **“Settlement Administrator”** means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

52.     **“Settlement Administration Costs”** means the reasonable costs and fees of the Settlement Administrator regarding Notice and Settlement administration,

53.     **“Settlement Benefits”** means the benefits for (a) two years of one-bureau Credit Monitoring; (b) “Lost Time”; and (c) “Documented Out-of-Pocket Losses” that Settlement Class Members may file Claims for under this Settlement Agreement, as set forth in Section IV.

54.     **“Settlement Class”** means individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident. 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, that Judge’s immediate family, and Court staff.

55.     **“Settlement Class Member”** means any member of the Settlement Class who has not timely opted-out of the Settlement.

56.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

57.     **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

### **III. Certification of the Settlement Class**

58. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for purposes of settlement only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

### **IV. Settlement Consideration**

59. The Settlement shall be administered on a wholly claims-made basis. Settlement Class Members may submit a Claim Form to receive Settlement Benefits. The Settlement Administrator will only issue Settlement Benefits under the Settlement Agreement. The Settlement Class Members must timely submit a Claim by the Claim Form Deadline. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim. Any Settlement Class Member who fails to submit a Valid Claim Form will not receive any benefits under this Settlement and shall be bound by the Settlement Agreement, including the releases described herein.

60. **Settlement Benefits.** Settlement Class Members may submit a claim to receive (a) Credit Monitoring; (b) reimbursement for Lost Time; and/or (c) reimbursement for Documented Out-of-Pocket Losses.

a. **Credit Monitoring.** Settlement Class Members may submit a claim to receive two years of one-bureau credit monitoring services.

b. **Reimbursement for Lost Time.** Settlement Class Members may submit a claim for up to four hours of time spent responding to the Data Incident at \$20.00 per hour (up to \$80.00 total per Settlement Class Member). To receive payment for attested time losses, a Settlement Class Member must elect Lost Time on the Claim Form and provide an attestation and written description of (i) the actions taken in response to the Data Incident, and (ii) the time associated with those actions.

c. **Reimbursement for Documented Out-of-Pocket Losses.** Settlement Class Members may also submit a Claim to elect to receive a cash payment under this section for (i) up to \$400.00 for “Ordinary Documented Losses” (e.g., purchasing credit monitoring after receiving notice of the incident), or (ii) up to \$4,000 for “Identity Fraud Losses” that can be reasonably traced to the Data Incident.

i. Settlement Class Members may elect to receive up to \$400.00 for reimbursement of Ordinary Documented Losses related to the Data Incident. Such Ordinary Documented Losses include, without limitation and by way of example, costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between June 19, 2024, and the Claim Form Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; if (1) the loss is an actual,

documented, and unreimbursed monetary loss; (2) the loss was reasonably related to the Data Incident; and (3) the loss was incurred after the date of the Data Incident.

ii. As an alternative to receiving Ordinary Documented Losses, Settlement Class Members may submit a claim for up to \$4,000.00 for Identity Fraud Losses attributable to fraud or identity theft that can be reasonably traced to the Data Incident, if (1) the loss is an actual, documented, and unreimbursed loss attributable to fraud or identity theft; (2) the fraud or identity theft was more likely than not caused by the Data Incident; and (3) the loss was incurred after the date of the Data Incident.

iii. The Settlement Class Member electing either Ordinary Documented Losses or Identity Fraud Losses on the Claim Form must submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for out-of-pocket expenses paid or for identity fraud. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. A personal certification, declaration, or affidavit from the Settlement Class Member does not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement

Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

**61. Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiff, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

**V. Settlement Approval**

62. Within 10 day of signing this Agreement, Plaintiff shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and Joe Kendall as Class Counsel; (7) appoint Plaintiff as the Class Representative; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

63. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order

and the Agreement, and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Texas Constitution.

64. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Settlement Benefits to Settlement Class Members who submit Valid Claims.

65. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Benefits;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Settlement Benefits;

k. Distributing Settlement Benefits to Settlement Class Members who submit Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Benefits have been properly distributed and that Credit Monitoring activation codes have been sent.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

66. Defendant will make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order.

67. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be made to all Settlement Class Members via US Postal Mail. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. In the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within 10 days of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least 14 days prior to the Objection Deadline and Opt-Out Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within seven days of receiving such information. This shall be the final requirement for mailing.

68. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for

Attorneys' Fees, Costs, and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

69. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

70. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

71. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

72. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five 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;

d. 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;

e. 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 five 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 five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

## **VIII. Claim Form Process and Disbursement of Settlement Benefits**

73. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Benefit and how to submit a Claim Form.

74. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

75. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

76. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

77. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

78. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

79. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

80. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

81. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

82. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

83. No later than 45 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Benefits.

84. Settlement Class Members with Valid Claims for Credit Monitoring will receive an email with the activation code. Payments to Settlement Class Members for Lost Time and Documented Out-of-Pocket Losses will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

## **IX. Final Approval Order and Final Judgment**

85. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the initial

date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

86. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **X. Service Award, Attorneys' Fees, and Costs**

87. The Parties did not discuss the Service Award and Attorneys' Fees and Costs Payment until after the Parties agreed to the material terms of the Settlement. Defendant and Class Counsel have agreed to the following.

88. **Service Award** Class Counsel, on behalf of the Class Representative, may seek Service Award of up to \$1,500.00, subject to Court approval. The Service Award shall be payable separate and apart from the Class Representative's entitlement to Settlement Benefits. With receipt of a W-9 and payment instructions from Class Counsel, Defendant shall pay or cause to be paid the Court-approved Service Award by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date.

89. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for a reasonable Attorneys' Fees and Costs Payment in the amount of \$150,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved Attorneys' Fees and Costs Payment by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date and receipt of necessary W-9 and payment instructions.

90. This Settlement is not contingent on approval of the Attorneys' Fees and Costs Payment or Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

## **XI. Releases**

91. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of

the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiff does not know or suspects to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING 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 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the

Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

92. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Benefit, under the Settlement.

93. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

94. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

95. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

96. Defendants shall have the option to terminate this Agreement by notifying Class Counsel and the Court of its intent to do so within 14 days after the Opt-Out Deadline, only if more than 100 members of the Settlement Class timely and validly opt-out of the Settlement.

97. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

98. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

99. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. No Admission of Liability**

100. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

101. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

102. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

103. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

104. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

#### **XV. Miscellaneous Provisions**

105. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

106. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

107. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

108. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

109. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

110. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

111. ***No Conflict Intended.*** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

112. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Texas, without regard to the principles thereof regarding choice of law.

113. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

114. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

115. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Jeff Ostrow  
**Kopelowitz Ostrow P.A.**

1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)

If to Defendant or Defendant's Counsel:

Christopher A. Wiech  
**Baker & Hostetler LLP**  
1170 Peachtree St., Ste. 2400  
Atlanta, GA 30309  
[cwiech@bakerlaw.com](mailto:cwiech@bakerlaw.com)

Cornelia Brandfield-Harvey  
**Baker & Hostetler LLP**  
999 3rd Ave, Suite 3900  
Seattle, WA 98104  
[cbrandfieldharvey@bakerlaw.com](mailto:cbrandfieldharvey@bakerlaw.com)

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

116. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

117. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

118. ***Authority.*** Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or

she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

119. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

120. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

121. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signatures on the following page*

**PLAINTIFF TAMMY OLSON:**

Tammy Olson (Oct 21, 2025 20:04:24 EDT)

**TAMMY OLSON**

Date: Oct 21, 2025

**DEFENDANT OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC D/B/A U.S.  
DERMATOLOGY PARTNERS**

Ch | A. Wiech

Date: Oct 22, 2025

By: Christopher A. Wiech

Its Counsel

**Approved as to form by:**

***CLASS COUNSEL***

Jeffrey Ostrow

Jeffrey Ostrow (Oct 21, 2025 09:19:34 PDT)

**JEFF OSTROW**

KOPELOWITZ OSTROW P.A.

Date: Oct 21, 2025

***COUNSEL FOR DEFENDANT***

Ch | A. Wiech

Date: Oct 22, 2025

**CHRISTOPHER A. WIECH**  
BAKER & HOSTETLER LLP

**EXHIBIT 1  
(POSTCARD NOTICE)**

OSDM Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

Management LLC  
d/b/a U.S. Dermatology Partners  
Case No. DC-25-12249

IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY IMPACTED IN THE JUNE 2024  
OSDM DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO SETTLEMENT  
BENEFITS

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.SETTLEMENTWEBSITE.COM](http://WWW.SETTLEMENTWEBSITE.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



## Why am I receiving this notice?

A Settlement has been reached with Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners ("OSDM") in a class action lawsuit ("Settlement"). The case is about a criminal third party's unauthorized access to OSDM's network ("Data Incident"). Files containing your Private Information may have been accessed in the Data Incident. OSDM denies all wrongdoing or liability, and the Court has not decided who is right. The parties agree to the Settlement to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Who is included in the Settlement?

The Settlement Class is defined as: "Individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident." The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

## What are the Settlement benefits?

You can claim two years of **Credit Monitoring** and/or claim reimbursement for **Lost Time** **AND** **Documented Out-of-Pocket Losses** relate to the Data Incident.

**Lost Time:** If you spent time related to this Data Incident, you can get back \$20/hour for up to four hours (up to **\$80**).

**Ordinary Documented Losses:** up to **\$400** for ordinary losses; **OR** **Identity Fraud Losses** up to **\$4,000** for a fraud or identity theft loss.

Full claim details and instructions are available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) and in the Long Form Notice.

## How do I receive a benefit?

If you are claiming **Credit Monitoring**, **Lost Time**, and/or **Documented Out-of-Pocket Losses** file all of your claims online. Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

## What if I don't want to participate in the Settlement or I do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue the Released Parties for the Released Claims. If you opt-out, you cannot get make a claim for Settlement Benefits. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to opt-out or object.

## When will the Court approve the Settlement?

The Court will hold a hearing on **[FA Hearing Date]** at the District Court of Dallas County, Texas, at 600 Commerce Street, New Tower, Dallas, Texas 75202, or by telephonic or other remote means, to consider whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs of up to \$150,000, and up to \$1,500 as a service award for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

APPLY  
POSTAGE

OSDM Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799-9958

## OSDMData Incident Settlement

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.  
Mail no later than Claims Deadline.

**Login ID:** «LoginID»  
**PIN:** «PIN»

Only one Claim Form per Settlement Class Member.

INSTRUCTIONS: Use this card to submit your claim Credit Monitoring, Lost Time, and/or Documented Out-of-Pocket Losses. To claim Documented Out-of-Pocket Losses, you must visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), to submit that claim online or submit a Claim Form via mail. To request a full paper Claim Form, call 1-XXX-XXX-XXXX or find it on the settlement website.

Check this box to enroll in two years of one-bureau Credit Monitoring services.

Check this box to claim a Lost Time.

I spent (select only one):  1 hour (\$20)  2 hours (\$40)  3 hours (\$60)  4 hours (\$80)

Briefly describe how you spent this time, including time per activity: \_\_\_\_\_

How would you like to be paid (Check one):  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

For digital payment options, please PRINT your email address  
LEGIBLY on the line below and doublecheck that it is correct: \_\_\_\_\_

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

## **EXHIBIT 2 (LONG FORM NOTICE)**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Olson v. Oliver Street Dermatology Management LLC*

*d/b/a U.S. Dermatology Partners*

Case No. DC-25-12249

District Court of Dallas County, Texas

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE JUNE 2024 OSDM DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners (“OSDM” or “Defendant”) in a class action lawsuit related to a criminal third-party’s unauthorized access to Defendant’s network that occurred in June 2024 (the “Data Incident”). Certain files that contained Private Information may have been accessed. These files may have contained some combination of Settlement Class Members’ personal information such as names, dates of birth, medical record numbers, health insurance information, medical record information, and Social Security numbers.
- The lawsuit is called *Olson v. Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249. It is pending in the District Court of Dallas County, Texas (the “Litigation”).
- Defendant denies that it did anything wrong and denies all allegations, claims and all wrongdoing and liability, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You are a Settlement Class Member if you were sent notice of the Data Incident, including notice of this Settlement.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p>	_____, 2026
<b>OPT-OUT OF THE SETTLEMENT</b>	You can choose to opt-out of the Settlement and receive no Settlement Benefits (described below). This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement or Class Counsel's Application for Attorneys' Fees, Costs, or Service Award. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Benefits.	_____, 2026
<b>DO NOTHING</b>	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Released Parties related to the Released Claims.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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## Basic Information

### **1. Why was this Notice issued?**

The District Court of Dallas County, Texas, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Olson v. Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249. It is pending in the District Court of Dallas County, Texas. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company she sued, Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners, is called the “Defendant.”

### **2. What is this lawsuit about?**

This lawsuit alleges that in June 2024 a criminal third party accessed Defendant’s network, and, certain files that contained Private Information may have been accessed. These files may have contained some combination of personal information such as names, dates of birth, medical record numbers, health insurance information, medical record information, and Social Security numbers.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representative is Tammy Olson. Everyone included in this Action are the Settlement Class Members.

### **4. Why is there a Settlement?**

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiff and their attorneys think the Settlement is best for all Settlement Class Members.

## Who is in the Settlement?

### **5. Who is included in the Settlement?**

The court has defined the Settlement Class this way: “Individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident.”

### **6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are: (1) OSDM and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSDM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### **7. What does the Settlement provide?**

All Settlement Class Members may claim from the following Settlement Benefits:

**CREDIT MONITORING.** All Settlement Class Members are eligible to submit a claim for two years of Credit Monitoring by one credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**LOST TIME AND DOCUMENTED OUT-OF-POCKET LOSSES.** Settlement Class Members who spent time responding to the Data Incident may also claim a payment for **Lost Time**. Settlement Class Members who have documented losses may also claim one of the payments from **Documented Out-of-Pocket Losses**.

**Lost Time.** Settlement Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

#### ***Documented Out-of-Pocket Losses.***

**Ordinary Documented Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can seek reimbursement for up to **\$400.00**.

This benefit covers out-of-pocket expenses like:

- costs for freezing and unfreezing your credit with a credit reporting agency
- credit monitoring costs incurred on or after mailing of the notice of the Data Incident, through the date of claim submission
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges

The losses must have occurred between June 19, 2024, and **[Claims Deadline]**.

This loss must be an actual, documented, and unreimbursed monetary loss that is reasonably related to the Data Incident.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Identity Fraud Losses.** If you lost money because of fraud or identity theft, you can seek reimbursement up to **\$4,000.00**.

You will need to show that:

- the loss is an actual, documented, and unreimbursed loss attributable to fraud or identity theft
- the fraud or identity theft was more likely than not caused by the Data Incident; and
- the loss was incurred after the date of the Data Incident

The losses must have occurred between June 19, 2024, and [Claims Deadline].

This loss must be an actual, documented, and unreimbursed monetary loss that is more likely than not caused by the Data Incident.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

If you have questions about these Settlement Benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSDM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## **8. What claims am I releasing if I stay in the Settlement Class?**

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Defendant or the Released Parties related to the Released Claims. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## **Submitting a Claim Form for a Settlement Payment**

## 9. How do I submit a claim for Settlement Benefits?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

OSDM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [\[Claims Deadline\]](#). If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [\[Claims Deadline\]](#).

## 11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [\[FA Hearing Date\]](#) (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

## The Lawyers Representing You

## 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A. and Joe Kendall of Kendall Law Group, LLP to represent you and other Settlement Class Members (“Class Counsel”).

## 13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

## 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$150,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be separately paid by Defendant.

Class Counsel will also ask for a Service Award of up to \$1,500.00 for the Class Representative. The Service Award will be separately paid by Defendant.

## Opting Out from the Settlement

### **15. How do I opt out of the Settlement?**

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Defendant on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Olson v. Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249, pending in the District Court of Dallas County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Opt-Out Request to the Settlement Administrator at:

OSDM Data Incident Settlement  
ATTN: Opt-Out Request  
[PO Box Number]  
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

## Objecting to the Settlement

### **16. How do I tell the Court if I like or do not like the Settlement?**

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (see **Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Olson v. Oliver Street Dermatology Management LLC d/b/a U.S. Dermatology Partners*, Case No. DC-25-12249, pending in the District Court of Dallas County, Texas;
- (2) your full name, mailing address, telephone number, and email address (if any);

- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (4) the number of times the objector has objected to a class action settlement within the five 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;
- (5) 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;
- (6) 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 five 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 five years;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (10) your signature (if you have hired your own attorney, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

<b>Clerk of the Court</b>	<b>Settlement Administrator</b>
Dallas County Clerk of the Court George L. Allen, Sr. Courts Building 600 Commerce Street Dallas, TX 75202	OSDM Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

<b>Class Counsel</b>	<b>Counsel for Defendants</b>
Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b> 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301  Joe Kendall <b>Kendall Law Group, PLLC</b> 3811 Turtle Creek Blvd., Suite 825 Dallas, Texas 75219	Christoper A. Wiech <b>Baker &amp; Hostetler LLP</b> 1170 Peachstree St., Ste. 2400 Atlanta, GA 30309  Cornelia Brandfield-Harvey <b>Baker &amp; Hostetler LLP</b> 999 3 <sup>rd</sup> Ave, Suite 3900 Seattle, WA 98104

## 17. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the District Court of Dallas County, Texas, at 600 Commerce Street, New Tower, Dallas, TX 75202, or by telephonic or other virtual means.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representative. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**

- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: OSDM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Dallas County Clerk of the Court, George L. Allen, Sr. Courts Building, 600 Commerce Street, Dallas, TX 75202 **[Court Address]**.

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

**EXHIBIT 3  
(CLAIM FORM)**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners**

Case No. DC-25-12249  
In the District Court of Dallas County, Texas

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Settlement Class this way: “Individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident.”

**Excluded from the Settlement Class** are: (1) Defendant and Defendant’s affiliates, parents, subsidiaries, directors, officers, and agents; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and court staff; and (4) anyone who submits a timely and valid opt-out request from the Settlement.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH  
TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

**SETTLEMENT BENEFITS**

All Settlement Class Members may claim from the following Settlement Benefits:

**CREDIT MONITORING.** All Settlement Class Members are eligible to enroll in two years of Credit Monitoring by one credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**LOST TIME AND DOCUMENTED OUT-OF-POCKET LOSSES.** Settlement Class Members who spent time responding to the Data Incident may also claim a payment for **Lost Time**. Settlement Class Members who have documented losses may also claim one of the payments from **Documented Out-of-Pocket Losses**.

**Lost Time.** Settlement Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners**

Case No. DC-25-12249  
In the District Court of Dallas County, Texas

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

You must briefly describe how you spent this time.

**Documented Out-of-Pocket Losses.** Settlement Class Members who have documented losses may submit a claim for reimbursement under one of the following two categories of documented losses:

**Ordinary Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can seek reimbursement for up to **\$400.00**.

This benefit covers out-of-pocket expenses like:

- costs for freezing and unfreezing your credit with a credit reporting agency
- credit monitoring costs incurred on or after mailing of the notice of the Data Incident, through the date of claim submission
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges

The losses must have occurred between June 19, 2024, and [Claims Deadline].

This loss must be an actual, documented, and unreimbursed monetary loss that is reasonably related to the Data Incident.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Identity Fraud Losses.** If you lost money because of fraud or identity theft, you can seek reimbursement of up to **\$4,000.00**.

You will need to show that:

- the loss is an actual, documented, and unreimbursed loss attributable to fraud or identity theft
- the fraud or identity theft was more likely than not caused by the Data Incident; and
- the loss was incurred after the date of the Data Incident

The losses must have occurred between June 19, 2024, and [Claims Deadline].

This loss must be an actual, documented, and unreimbursed monetary loss that is more likely than not caused by the Data Incident.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

***Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners***

Case No. DC-25-12249  
In the District Court of Dallas County, Texas

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

You cannot claim a payment for expenses that have already been reimbursed by a third party.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSDM Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

**You must submit your Claim Form online or by mail no later than [Claims Deadline].**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners**  
Case No. DC-25-12249  
In the District Court of Dallas County, Texas  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

### I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

### II. CREDIT MONITORING

Check this box if you would like to enroll in two years of one-bureau credit monitoring services.

An email will be sent to you by the Settlement Administrator with an activation code once the Settlement is approved.

### III. LOST TIME

If you spent time responding to the Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time..

I spent (select only one):  1 hour (\$20.00)  2 hours (\$40.00)  3 hours (\$60.00)  
 4 hours (\$80.00)

Describe what you spent this time on, including time per activity:

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If you claim this payment, you may also claim a payment from Section IV or V below.

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners**

Case No. DC-25-12249  
In the District Court of Dallas County, Texas

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**IV. DOCUMENTED OUT-OF-POCKET LOSSES – ORDINARY DOCUMENTED LOSSES**

Check this box if you would like to claim reimbursement for documented out-of-pocket losses. You can get back up to \$400.00. **If you claim this payment, do not claim payments from Section V below.**

*Please complete the table below, describing the supporting documentation you are submitting.*

<b>Description of Documentation Provided</b>	<b>Amount</b>
Example: Purchased credit monitoring after receiving notice of the breach	\$120
<b>TOTAL CLAIMED:</b>	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

**V. DOCUMENTED OUT-OF-POCKET LOSSES: IDENTITY FRAUD LOSSES**

Check this box if you would like to claim reimbursement for documented losses due to fraud or identity theft caused by the Data Incident. You can get back up to \$4,000.00. **If you claim this payment, do not claim payments from Section IV above.**

*Please complete the table below, describing the supporting documentation you are submitting.*

<b>Description of Documentation Provided</b>	<b>Amount</b>
Example: Unauthorized bank transfer	\$500
<b>TOTAL CLAIMED:</b>	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Olson v. Oliver Street Dermatology Management LLC  
d/b/a U.S. Dermatology Partners**

Case No. DC-25-12249  
In the District Court of Dallas County, Texas

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**VI. PAYMENT SELECTION**

Please select one of the following payment options, which will be used if you are claiming a cash payment.

**PayPal**

Email address, if different than you provided in Section 1: \_\_\_\_\_

**Venmo**

Mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Zelle**

Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Virtual Prepaid Card**

Email address, if different than you provided in Section 1: \_\_\_\_\_

**Physical Check**

Payment will be mailed to the address provided in Section 1.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**PLEASE BE SURE TO INCLUDE YOUR SUPPORTING DOCUMENTATION IF YOU CLAIMED EITHER OPTION FOR DOCUMENTED OUT-OF-POCKET LOSSES.**

**EXHIBIT 4**  
**(PRELIMINARY APPROVAL ORDER)**

**CAUSE NO. DC-25-12249**

**TAMMY OLSON**, individually, and on behalf  
of all others similarly situated,

IN THE DISTRICT COURT

Plaintiff,

DALLAS COUNTY, TEXAS

**OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC d/b/a U.S.  
DERMATOLOGY PARTNERS,**

44<sup>TH</sup> JUDICIAL DISTRICT

Defendant.

/

**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court has received the Motion and Memorandum in Support, as well as the Joint Declaration of Class Counsel, and the Settlement Agreement<sup>1</sup> between Plaintiff and Defendant, and after review, the Court preliminarily finds that the proposed Settlement is fair, reasonable, and adequate.

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Agreement, and preliminarily finds the Settlement to be within the range of possible approval as fair, reasonable, and adequate to the Settlement Class such that it is likely to be able to approve the same pursuant to Texas Rule of Civil Procedure 42(e)(1)(A) and thus that Notice should be directed to the Settlement Class. This finding is not to be deemed an admission of liability or fault by Defendant or by any other Released Party, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant retains all rights to assert that the Action may not

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement attached to the Motion for Preliminary Approval as Exhibit A.

be certified as a class action except for settlement purposes. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties.

2. The Court has subject matter jurisdiction over this action because the alleged conduct occurred in Dallas County, Texas, and the Court has personal jurisdiction over Defendant because Defendant is a resident of Dallas County, Texas. Additionally, venue is proper in this District pursuant to Tex. Civ. Prac. & Rem. Code § 15.002.

3. The Settlement, including the proposed Notice Program and forms of Notice to the Settlement Class, the appointment of Plaintiff Tammy Olson as the Class Representative of the Settlement Class, the appointment of Jeff Ostrow of Kopelowitz Ostrow P.A. and Joe Kendall of Kendall Law Group, LLP as Class Counsel for the Settlement Class, the approval of Simpluris, Inc. as the Settlement Administrator, the various forms of Settlement Class Member Benefits provided under the terms of the Settlement, the proposed method of distribution of those benefits, and the Claims Process are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

4. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

All individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident.

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

5. The Court preliminarily certifies the Settlement Class for purposes of sending Notice to the Settlement Class, finding that it is likely to be able to certify the Settlement Class for purposes of settlement pursuant to Texas Rule of Civil Procedure 42(a) and (b)(3). Based on the information provided in the Motion for Preliminary Approval, and for the purposes of settlement only: the Settlement Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including issues related to data security and the nature and scope of the information potentially implicated in the Data Incident, also satisfying commonality; the proposed Class Representative's claims are typical; the proposed Class Representative and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for Settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

6. The Court appoints Plaintiff as the Class Representative for the Settlement Class.

7. The Court appoints Jeff Ostrow and Joe Kendall as Class Counsel for the Settlement Class.

8. The Court appoints Simpluris, Inc. as the Settlement Administrator. All Settlement Administration Costs shall be paid by the Defendant.

9. The proposed Notice Program and the Notices attached to the Settlement Agreement as Exhibits 1-3 satisfy the requirements of Texas Rule of Civil Procedure 42(c)(2)(A) and (e)(1) and the Due Process Clause(s) of the United States Constitution and the State of Texas, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Notices may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the

Settlement Agreement.

10. The Court finds the Notice Program (a) is reasonably calculated to apprise Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or opt-out of the Settlement Class and other rights under the terms of the Agreement; and (b) is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice. The Court further finds that Notices are written in plain language, uses simple terminology, and are designed to be readily understandable by Settlement Class Members.

11. The Court further finds the Claims Process is designed in a manner that makes it simple for Settlement Class Members to submit Claim Forms. The Claim Form is written and created in a way that Settlement Class Members can easily understand how to submit a Claim and what information or documentation is necessary in connection therewith.

12. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

13. A Settlement Class Member may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent

by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date of 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;
- d. 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;
- e. 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 five 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 five years;

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

14. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases, including the Released Claims, provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly opt-out of the Settlement Class. The Settlement Class Members who timely and validly opt-out will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claims, and shall not be bound by the Agreement or the Final Approval Order as to the Defendant.

15. Pending final determination of whether the Settlement should be approved, Plaintiff and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or the other Released Parties

16. In the event the Settlement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement and this Preliminary Approval Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Agreement or any part of the Parties' settlement discussions, negotiations or documentation shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement that survive termination; (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant or the other Released Parties; or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

17. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

18. A Final Approval Hearing shall be held before the Court on \_\_\_\_\_, 2026 at District Court of Dallas County, Texas, at 600 Commerce Street, New Tower, Dallas, Texas 75202, or by telephonic or other virtual means, for the following purposes:

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

- b. To determine whether Settlement Class Members (who have not timely and validly opted-out from the Settlement) should be bound by the Releases set forth in the Settlement Agreement;
- c. To determine whether to grant Final Approval and to enter the Final Approval Order;
- d. To determine whether the Notice Program conducted was appropriate;
- e. To determine whether the Claims Process was fair, reasonable and adequate and should be approved by the Court;
- f. To determine whether the Application for Attorneys' Fees, Costs, and Service Award is reasonable and should be approved by the Court;
- g. To determine whether this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;
- h. To determine whether the Settlement Class Member Benefits are fair, reasonable, and adequate; and
- i. To rule upon such other matters as the Court may deem appropriate.

19. The Court preliminarily approves the following Settlement Timeline:

Defendant gives Class List to Settlement Administrator	14 days after Preliminary Approval
Notice Program Commencement	30 days after Preliminary Approval
Deadline to File Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award	45 days before the initial date set for the Final Approval Hearing
Objection Deadline	45 days after mailing of Postcard Notice
Opt-Out Deadline	45 days after mailing of Postcard Notice
Claims Deadline	60 days after mailing of Postcard Notice
Final Approval Hearing	_____, 2026 at ___:___ AM/PM (in no event earlier than 100 days following Preliminary Approval)

SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
HON. VERETTA FRAZIER

**EXHIBIT 5  
(FINAL APPROVAL ORDER)**

**CAUSE NO. DC-25-12249**

**TAMMY OLSON**, individually, and on behalf  
of all others similarly situated,

IN THE DISTRICT COURT

Plaintiff,

DALLAS COUNTY, TEXAS

**OLIVER STREET DERMATOLOGY  
MANAGEMENT LLC d/b/a U.S.  
DERMATOLOGY PARTNERS,**

44<sup>TH</sup> JUDICIAL DISTRICT

Defendant.

/

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,  
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE  
AWARDS, AND JUDGMENT OF DISMISSAL WITH PREJUDICE**

WHEREAS, Plaintiff submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on \_\_\_\_\_, 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiff as Class Representative; (4) appointed Jeff Ostrow and Joe Kendall as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections or the Settlement and \_\_\_\_ Settlement Class Members opted-out of the Settlement;

WHEREAS, on \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider the Application for Attorneys' Fees, Costs, and Service Award;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

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

1. This Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Texas Rule of Civil Procedure 42(e)(1)(A) and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

4. The Court affirms its findings that the Settlement Class meets the relevant requirements of Texas Rule of Civil Procedure 42(a) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is

impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

5. Therefore, the Court finally certifies the following Settlement Class:

All individuals whose Private Information was potentially impacted in the Data Incident, including all those who were sent notice of the Data Incident.

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

6. The Court finds that the Agreement resulted from extensive arm's-length negotiations with the assistance of a neutral mediator after the Parties' counsel had investigated the claims, litigated them, and became familiar with the strengths and weaknesses of those claims. The Settlement appears not to be collusive, has no obvious defects, and is sufficiently fair, reasonable, and adequate for the members of the Settlement Class.

7. Under Rule 42(e), the trial court is charged with the responsibility of determining that the settlement is fair, adequate, and reasonable. *Ball v. Farm Home Sav. Ass'n*, 747 S.W.2d 420, 423 (Tex.App. — Fort Worth 1988, writ denied). Court approval of class action settlements

is guided by “the strong judicial policy favoring the resolution of disputes through settlement.” *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536, 549 (Tex. App.—Austin 2009, no pet.).

8. Texas Rule of Civil Procedure 42 sets forth the prerequisites to class certification. “Because Rule 42 is patterned after Federal Rule of Civil Procedure 23, federal decisions and authorities interpreting current federal class action requirements are instructive.” *Riemer v. State*, 392 S.W.3d 635, 639 (Tex. 2012); *see Tex. R. Civ. P. 42*. Approval of a settlement in a class action, including the determination of whether it is fair and equitable, is left to the sound discretion of the trial court.” *Gen. Motors Corp. v. Bloyd*, 916 S.W.2d 949, 955 (Tex. 1996).

9. To guide a court’s decision on whether to finally approve a settlement, the Texas Supreme Court listed the following factors in *Bloyd*, known as the *Ball* factors, that trial courts should consider: (1) whether the settlement was negotiated at arm’s length or was a product of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings, including the status of discovery; (4) the factual and legal obstacles that could prevent the plaintiffs from prevailing on the merits; (5) the possible range of recovery and the certainty of damages; (6) the respective opinions of the participants, including class counsel, Class Representative, and the absent class members. *Bloyd*, 916 S.W.2d at 955 (citing *Ball*). The Settlement meets all these criteria for Final Approval.

10. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement’s terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

11. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

12. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

13. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

14. The appointment of Plaintiff as the Class Representative is affirmed.

15. The appointment of Class Counsel is affirmed.

16. The appointment of the Settlement Administrator is affirmed.

17. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

18. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims. The Releases set forth in the Settlement Agreement are expressly incorporated herein in all respects.

19. Supported by evidence of lodestar calculations, Class Counsel request an attorneys' fees award of \$\_\_\_\_\_.

20. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. Consequently, Class Counsel request that this Court grant attorneys' fees consistent with Texas Civil Practice and Remedies Code §26.003 and Tex. R. Civ. P. 42(h)-(i).

21. Class Counsel seeks attorneys' fees of \$\_\_\_\_\_, and Defendant does not oppose this request. The application for this award is based on the lodestar method required by Tex. R. Civ. R. 42. The lodestar figure is \$\_\_\_\_\_, based upon \_\_\_ hours. The requested multiplier of

approximately \_\_ falls within Rule 42's parameters. The below analysis demonstrates why this amount is appropriate under the relevant factors and the requested attorneys' fees should be awarded.

22. The Texas Supreme Court recognized in *Southwestern Refining Co., Inc. v. Bernal*: "When properly applied the class action device is unquestionably a valuable tool in protecting the rights of our citizens." 22 S.W.3d 425, 439 (Tex. 2000).

23. The rule on class action fees as adopted by the Texas Supreme Court, thus provides:

In awarding attorney fees, the court must first determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonably hourly rate. The attorney fees award must be in the range of 25% to 400% of the lodestar figure. In making these determinations, the court must consider the factors specified in Rule 1.04(b), Tex. Disciplinary R. Prof. Conduct.

Tex. R. Civ. P. 42(i)(1) (amended by order of Oct. 9, 2003). Rule 42(i) incorporates Texas Disciplinary Rules of Professional Conduct 1.04(b):

- (b) Factors that may be considered in determining the reasonableness of a fee include, but not to the exclusion of other relevant factors, the following:
  - (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
  - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
  - (3) the fee customarily charged in the locality for similar legal services;
  - (4) the amount involved and the results obtained;
  - (5) the time limitations imposed by the client or by the circumstances;
  - (6) the nature and length of the professional relationship with the client;
  - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
  - (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

24. Apply the above factors, the Court awards Class Counsel \$\_\_\_\_\_ for attorneys' fees, payable by Defendant in accordance with the Agreement.

25. Additionally, Class Counsel also seek \$\_\_\_\_\_ litigation costs incurred, the amount of which this Court finds to be reasonable and payable by Defendant in accordance with the

Agreement.

26. The Class Representative is awarded a \$ \_\_\_\_\_ Service Award, payable by the Defendant in accordance with the Agreement.

27. The Court also approves Defendant's separate payment of the Settlement Administration Costs in accordance with the Agreement.

28. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined 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.

29. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

30. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

31. The fact of the Settlement and this Final Judgment do not constitute admissions of

liability, wrongdoing, or fault by Defendant, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendant, or an admission of the appropriateness of class certification for trial or dispositive motion practice. Nothing related to the Settlement or Agreement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendant or any of the Released Parties in any proceeding. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendant at its sole discretion; however, Defendant may use the Agreement or the exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion relating to the Released Claims set out in the Agreement.

**ACCORDINGLY, THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED.**

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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HON. VERETTA FRAZIER

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