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16 *Attorneys for Plaintiffs and the Proposed Class*

17 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
18 **IN AND FOR THE COUNTY OF MARICOPA**

19 MICHELE STROUP, GEORGIOS
20 ASIMAKOPOULOS, DODE
21 HAMMACK, and JOHN GATCHELL,
22 individually and on behalf of all others
23 similarly situated,

24 Plaintiffs,

25 v.

26 **CARDIOVASCULAR CONSULTANTS,**
27 **LTD.,**

28 Defendant.

Case No. CV2023-020048

**ORDER GRANTING
PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

(Assigned to the Honorable
Christopher Coury)

29 This matter, having come before the Court having on Plaintiff's Unopposed
30 Motion for Preliminary Approval of Class Action Settlement, and having considered all
31 matters submitted in support thereof, and finding no just reason for delay in entry of this

1 Preliminary Approval Order (“Order”) and good cause appearing therefore, and having
2 considered the papers filed and proceedings held in connection with the Settlement,
3 having considered all of the other files, records, and proceedings in the Action, and being
4 otherwise fully advised,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

7 1. The Settlement Agreement, which is attached to Plaintiff’s Unopposed
8 Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary
9 Approval”) as Exhibit A, is incorporated fully herein by reference. The definitions used
10 in the Settlement Agreement are adopted in this Order and shall have the same meaning
11 ascribed in the Settlement Agreement.
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13 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit,
14 (b) Plaintiffs Michele Stroup, Georgios Asimakopoulos, Dode Hammack, and John
15 Gatchell (collectively, “Plaintiffs”), and (c) Defendant Cardiovascular Consultants, Ltd.
16 (“Defendant” or “CVC”) and, together with Plaintiff, the “Parties”.

17 3. This Order is based on Arizona Rule of Civil Procedure 23 (“Rule 23”).

18 4. The Court finds that the Parties’ Settlement as set forth in Exhibit A to the
19 Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the
20 range of possible approval, and was entered into after extensive, arm’s-length
21 negotiations such that it is hereby preliminarily approved and notice of the Settlement
22 should be provided to the Settlement Class, pursuant to Rule 23.

23 **CLASS CERTIFICATION**

24 5. For purposes of settlement only, and pursuant to Rule 23, the Court
25 provisionally certifies the class, defined as follows:

26 All individuals residing in the United States whose Personal
27 Information was potentially compromised in the Data Incident
28 discovered by CVC in September 2023, including all those
individuals who received notice of the Data Incident.

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2 The Class specifically excludes: (1) the judges presiding over this action, and members
3 of their direct families; (2) Defendant, its subsidiaries, parent companies, successors,
4 predecessors, and any entity in which Defendant or its parents have a controlling interest;
5 and (3) Settlement Class Members who submit a valid Request for Exclusion prior to
6 the Opt-Out Deadline.

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

14 **CLASS REPRESENTATIVES, CLASS COUNSEL,**
15 **AND CLAIMS ADMINISTRATOR**

16 7. The Court finds that Michele Stroup, Georgios Asimakopoulos, Dode
17 Hammack, and John Gatchell will be adequate Class Representatives, and hereby
18 appoints each as a Class Representative.

19 8. The Court hereby appoints Cristina Hesano of Perez Law Group PLLC and
20 Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel,
21 and finds that they will adequately represent the interests of the Class.
22

23 9. The Court appoints Kroll Settlement Administration LLC ("Kroll") as
24 Claims Administrator.

25 **NOTICE TO CLASS**

26 10. Notice to the Class and the Costs of Claims Administration in accordance
27 with the Preliminary Approval Order shall be paid by Defendant. Any attorneys' fees,
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1 costs, and expenses of Plaintiff’s Counsel, and service award to the Class Representative,
2 as approved by the Court, shall also be paid by Defendant.

3 11. The notice plan in the Settlement Agreement satisfies Rule 23, provides the
4 best notice practicable under the circumstances and adequately notifies Class Members
5 of their rights, and is hereby approved.

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

11 13. The Court further finds that the form, content, and method of providing the
12 notice, as described in the Settlement Agreement, including the exhibits thereto: (a)
13 constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated
14 to apprise Settlement Class Members of the pendency of the action, the terms of the
15 Settlement, their rights under the Settlement, including, but not limited to, their rights to
16 object to or exclude themselves from the Settlement; and (c) are reasonable and constitute
17 due, adequate, and sufficient notice to all Settlement Class Members.

18 14. The Claims Administrator is directed to carry out notice, including the
19 claims process, as set forth in the Settlement Agreement.

20 15. Within thirty (30) days after entry of this Order (the “Notice Deadline”),
21 the Claims Administrator shall disseminate the Short Form Notice to all Settlement Class
22 Members in the manner set forth in the Settlement Agreement. Contemporaneously with
23 the mailing, the Claims Administrator shall cause copies of the Settlement Agreement,
24 Short Form Notice, Long Form Notice, and Claim Form, in forms available for download,
25 to be posted on the Settlement Website.

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1 **CLAIMS, OPT-OUTS, AND OBJECTIONS**

2 16. The timing of the claims process is structured to ensure that all Settlement
3 Class Members have adequate time to review the terms of the Settlement Agreement,
4 make a claim, or decide whether they would like to object.

5 17. Settlement Class Members who qualify for Settlement Benefits and who
6 wish to submit a Claim Form shall do so in accordance with the requirements and
7 procedures specified in the Notices.

8 18. If the final approval order and Judgment (“Final Approval Order and
9 Judgment”) is entered, all Settlement Class Members who fail to submit a claim in
10 accordance with the requirements and procedures specified in the notice , and who do not
11 timely exclude themselves from the Settlement Class, shall be forever barred from
12 receiving any payments or benefits pursuant to the Settlement, but will in all other
13 respects be subject to, and bound by, the provisions of the Settlement Agreement,
14 including the releases therein.

15 19. Settlement Class Members who seek to be excluded from the Settlement
16 Class shall individually sign and timely submit written notice of such intent to the
17 designated Post Office box established by the Claims Administrator. The written notice
18 must include the case name and number of the proceeding, the individual’s full name,
19 current address, personal signature, and the words “Request for Exclusion” or a
20 comparable statement that the individual does not wish to participate in the Settlement.
21 To be effective, written notice must be postmarked no later than sixty (60) days after the
22 Notice Deadline. All Persons who submit valid and timely notices of their intent to be
23 excluded from the Settlement Class, as set forth in the Settlement Agreement, shall not
24 receive any benefits of and/or be bound by the terms of this Settlement Agreement. All
25 Persons falling within the definition of the Settlement Class who do not request to be
26 excluded from the Settlement Class in the manner set forth in the Settlement Agreement
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1 shall be bound by the terms of the Settlement Agreement, including releases therein, and
2 Judgment entered thereon.

3 20. Each Settlement Class Member desiring to object to the Settlement
4 Agreement shall submit a timely written notice of his or her objection by the Objection
5 Date. Such notice shall state: (i) the case name and number of the proceedings; (ii) the
6 Settlement Class Member's full name, current mailing address, and telephone number;
7 (iii) information identifying the objector as a Settlement Class Member, including proof
8 that the objector is a member of the Settlement Class (*e.g.*, copy of the objector's
9 settlement notice, copy of original notice of the Data Incident, or a statement explaining
10 why the objector believes he or she is a Settlement Class Member); (iv) a statement that
11 states with specificity the grounds for the objection, as well as any documents supporting
12 the objection; (v) a statement as to whether the objection applies only to the objector, to
13 a specific subset of the class, or to the entire class; (vi) the identity of any attorneys
14 representing the objector; (vii) a statement regarding whether the Settlement Class
15 Member (or his/her attorney) intends to appear at the Final Approval Hearing; (viii) a list
16 of all other matters in which the objecting Settlement Class Member and/or his/her
17 attorney has lodged an objection to a class action settlement; and (ix) the signature (or
18 electronic equivalent) of the Settlement Class Member or the Settlement Class Member's
19 attorney.
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21 21. To be timely, written notice of an objection in the appropriate form must
22 be filed with the Clerk of the Court, by no later than the Objection Deadline, and mailed
23 to the Claims Administrator as outlined in the notice.

24 22. Any Settlement Class Member who does not make their objections in the
25 manner and by the date set forth in the Settlement Agreement shall be deemed to have
26 waived any objections and shall be forever barred from raising such objections in this or
27 any other action or proceeding, absent further order of the Court.
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1 Settlement Class Members, shall be deemed to have reverted, without prejudice to their
2 rights in the Litigation, to their respective status in the Litigation immediately prior to the
3 execution of the Settlement Agreement, and, except as otherwise expressly provided in
4 the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement
5 Agreement and any related orders had not been entered. In addition, any orders entered
6 pursuant to the Settlement Agreement shall be deemed null and void and vacated and
7 shall not be used in or cited by any Person in support of claims or defenses in the
8 Litigation (except as necessary to explain procedural history).

9 29. In the event the Settlement is not approved by any court, is terminated for
10 any reason by the Parties or otherwise, is declared null and void, or in the event the
11 Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel
12 shall not be responsible or liable for costs of notice and administration associated with
13 the Settlement or the Settlement Agreement, except that each Party shall bear its own
14 attorneys' fees and costs.

15 30. This order shall have no continuing force or effect if a final Judgment is
16 not entered and shall not be construed or used as an admission, concession, or declaration
17 by or against Farmers of any fault, wrongdoing, breach, liability, or the certifiability of
18 any class.

19
20 **SETTLEMENT ADMINISTRATION AND DEADLINES**

21 31. The preliminarily approved Settlement shall be administered according to
22 its terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and
23 this Order include, but are not limited to:

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EVENT	DATE
Notice Deadline	March 31, 2026 (No later than 30 days after entry of the Preliminary Approval Order)


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Deadline for Class Members to Opt-Out of Settlement	June 1, 2026
Deadline for Class Members to Object to Settlement	June 1, 2026
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	July 1, 2026
Deadline for Plaintiff to file motion for attorneys' fees, expenses and service award for Class Representative	May 1, 2026
Deadline for Plaintiff to file the motion for Final Approval and Judgment	July 31, 2026
Final Fairness Hearing	August 18, 2026 at 10:00 a.m.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: February 24, 2026



Christopher A. Coury
Superior Court Judge

eSignature Page 1 of 1

Filing ID: 21535339 Case Number: CV2023-020048
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Granted with Modifications

Judicial Officer Comments

/s/ Christopher A. Coury

February 24, 2026



/S/ Christopher Coury Date: 2/24/2026
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2023-020048

SIGNATURE DATE: 2/24/2026

E-FILING ID #: 21535339

FILED DATE: 2/25/2026 8:00:00 AM

CRISTINA PEREZ HESANO

JILL J ORMOND