

## **Exhibit A**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Plaintiffs Michele Stroup, Georgios Asimakopoulos, Dode Hammack, and John Gatchell, individually and on behalf of Settlement Class Members (as defined in Paragraph 38) (together “Plaintiffs”), and Cardiovascular Consultants, Ltd. (“Defendant” or “CVC”) (collectively the “Parties”), in the action *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048, pending in the Superior Court of the State of Arizona, in and for the County of Maricopa (the “Action”).

### **RECITALS**

WHEREAS, Plaintiffs have filed a Complaint against Defendant in the Superior Court of the State of Arizona relating to a Data Incident affecting Defendant which Defendant discovered in or around September 2023, and asserted claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the Arizona Consumer Fraud Act, and invasion of privacy.

WHEREAS, Plaintiff Sally Michele Stroup and Georgios Asimakopoulos initiated this matter by filing a Class Action Complaint on December 21, 2024. A First Amended Consolidated Complaint was filed on March 12, 2024. Defendant filed a Motion to Dismiss Plaintiffs’ First Amended Complaint on May 31, 2024, and the Court granted in part and denied in part that motion on January 9, 2025;

WHEREAS, on February 7, 2025, the Parties filed a Motion to Stay Proceedings Pending Mediation, which the Court subsequently granted on February 12, 2025.

WHEREAS, on May 29, 2025, the Parties filed a Notice of Mediation and Request to Stay, which the Court again granted.

WHEREAS, on September 3, 2025, the Parties attended a full-day mediation with Hon. Wayne R. Andersen (Ret.). Though the Parties did not reach a settlement at that time, they continued to negotiate and the Parties later reached a settlement in principle, accepting Judge Andersen’s mediator’s proposal on or around October 3, 2025;

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representatives and the class that they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Arizona Rule of Civil Procedure 23; and

WHEREAS, following extensive arm’s-length settlement negotiations, a mediation session, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

## **I. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “**Action**” means the class action lawsuit captioned *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048, pending in the Superior Court of the State of Arizona, in and for the County of Maricopa.

2. “**Approved Claim**” means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

3. “**Claim Form**” means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit 3**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

4. “**Claims Deadline**” means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.

5. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.

6. “**Class Counsel**” means Cristina Hesano of Perez Law Group PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP.

7. “**Class Representatives**” means Michele Stroup, Georgios Asimakopoulos, Dode Hammack, and John Gatchell.

8. “**Court**” means the Superior Court of the State of Arizona, County of Maricopa.

9. “**Data Incident**” means the data security incident effecting CVC which it discovered in or around September 2023.

10. “**Defendant’s Counsel**” means Jill Ormond and Justin Holmes of Gordon, Rees, Scully & Mansukhani LLP.

11. “**Effective Date**” means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either

(a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. **"Fee Award and Costs"** means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

13. **"Final Approval Order and Judgment"** means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Arizona Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

14. **"Final Approval Hearing"** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Arizona Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

15. **"Litigation Costs and Expenses"** means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

16. **"Medical Monitoring Services"** means two years of Kroll Medical Monitoring. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

17. **"Net Settlement Fund"** means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, and (iv) Fee Award and Costs approved by the Court.

18. **"Non-Profit Residual Recipient"** means a non-profit organization(s) to be mutually agreed upon by the parties and approved by the Court.

19. **"Notice"** means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit 1** ("Short Form Notice") and **Exhibit 2** ("Long Form Notice").

20. “**Notice Deadline**” means the last day by which Notice must begin to issue to the Settlement Class Members, and which will occur thirty (30) days after entry of the Preliminary Approval Order.

21. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

22. “**Objection Deadline**” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

23. “**Opt-Out Deadline**” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

24. “**Out-of-Pocket Losses**” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 51.

25. “**Personal Information**” means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “**Preliminary Approval Order**” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Arizona Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

27. “**Pro Rata Cash Payment**” or “**Cash Payment**” means a *pro rata* cash payment from the Net Settlement Fund, estimated at \$75, with the final payment amounts depending on the number of valid claims submitted, which a Settlement Class Member may claim under this Settlement Agreement, as set forth in Paragraphs 49-50.

28. “**Released Claims**” means any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, defenses, and remedies of every kind or description in law or in equity, 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; all Arizona consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of implied contract; breach of fiduciary duty; invasion of privacy; unjust enrichment; and failure to provide adequate notice pursuant to any breach notification statute or common law duty, as well as monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, or interest—whether known or unknown (including Unknown Claims as set forth in Paragraph 81), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices as they relate to or arise from the Data Incident, or Defendant’s maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “**Released Parties**” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, as well as clients of Defendant and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

30. “**Releasing Parties**” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, and attorneys, (iii) any entities in which a Plaintiffs and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest,

assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

31. “**Request for Exclusion**” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

32. “**Residual Settlement Fund**” means any funds that remain in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Funds will be sent to one or more Non-Profit Residual Recipient(s).

33. “**Service Award Payment**” means compensation awarded by the Court and paid to any Class Representative in recognition of his or her service to the Settlement Class in this litigation.

34. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

35. “**Settlement Administrator**” means Kroll Settlement Administration LLC, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

36. “**Settlement Class**” means the persons who are identified on the Settlement Class List, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by CVC in September 2023, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

37. “**Settlement Class List**” means the list generated by Defendant containing the full names and current or last known home addresses and email addresses for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

38. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

39. “**Settlement Fund**” means the sum of Three Million, Eighty Hundred Fifty Thousand Dollars and Zero Cents (\$3,850,000.00) to be paid by or on behalf of Defendant as specified in Paragraph 43, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Defendant, its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its

past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter. As such, the Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

40. **"Settlement Payment"** or "Settlement Check" means the payment to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraph 57.

41. **"Settlement Website"** means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

42. **"Taxes and Tax-Related Expenses"** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

## **II. SETTLEMENT FUND**

43. **Establishment of Settlement Fund.** Defendant agrees to make a payment, and deposit that payment into, the Settlement Fund as follows: (a) within twenty (20) days of the Court granting preliminary approval of this Settlement, Defendant shall pay, from the total settlement amount, to the Settlement Administrator an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) to defray the actual expenses of notice to Settlement Class Members; (b) not more than fourteen (14) days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed Three Million, Eighty Hundred Fifty Thousand Dollars and Zero Cents (\$3,850,000.00). To the extent this Settlement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration

of the Settlement. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

44. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 78.

45. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

46. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 78.

47. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay: (i) all costs of Settlement Administration including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved Pro Rata Cash Payments; (iv) approved claims for Medical Monitoring Services; (v) Service Awards; and (vi) Attorneys Fee Award and Costs. Any amount remaining in the Residual Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with Paragraph 65. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

48. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court.

Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

### **III. SETTLEMENT BENEFITS**

#### **a. Pro Rata Cash Payment**

49. **Pro Rata Cash Payment.** All Settlement Class Members may submit a claim for a Pro Rata Cash Payment from the Net Settlement Fund, estimated at \$75, with the final payment amounts adjusted up or down depending on the number of claims submitted, by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline. The Pro Rata Cash Payment will be calculated in accordance with Paragraph 63 below and may be increased or decreased based on the number of valid claims submitted for this settlement benefit.

50. **Assessing Claims for Pro Rata Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Pro Rata Cash Payments.

#### **b. Reimbursement For Out-Of-Pocket Losses**

51. **Reimbursement for Out-of-Pocket Losses.** In addition to the Pro Rata Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for up to Five Thousand Dollars and Zero Cents (\$5,000.00) for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after September 27, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the

loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for a Pro Rata Cash Payment and Medical Monitoring Services but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

52. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant’s Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after September 27, 2023; and/or (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Settlement Class Members that file a Claim for Out-of-Pocket Losses only and not for a Pro Rata Cash Payment and have their Out-of-Pocket Losses Claim rejected may be treated by the Settlement Administrator as if he or she elected a Pro Rata Cash Payment.

53. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Defendant’s Counsel in making such determinations.

**c. Medical Monitoring Services**

54. All Settlement Class Members are eligible to enroll in 2 years of Kroll Medical Monitoring. The Settlement Administrator shall send an activation code to each valid Medical Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Medical Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the

claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The Medical Monitoring provider shall provide Medical Monitoring Services to all valid claimants who timely activate those services for a period of 2 years from the date of activation. Medical Monitoring expenses, the administration of which will be undertaken by the Settlement Administrator and overseen by Class Counsel, will be paid for from the Settlement Fund.

**d. Additional Security Measures**

55. Defendant has confirmed that it has made certain changes to its information security and will attest to these changes in a confidential declaration provided to Class Counsel in support of the Settlement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Class Counsel with a confidential declaration or affidavit, suitable for filing under seal with the Court as necessary, attesting that agreed upon security-related measures have been implemented on or before, and up to, the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund. The information provided by Defendant pursuant to this paragraph shall be treated as confidential and cannot be used for any purpose other than approval and enforcement of this Settlement Agreement.

**V. PAYMENTS TO SETTLEMENT CLASS MEMBERS**

56. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses and Pro Rata Cash Payments shall be issued in the form of an electronic payment or check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. The Settlement Administrator shall utilize electronic payment methods wherever possible.

57. **Timing.** To the extent payments are made by check, settlement checks shall bear the legend that they expire if not negotiated within sixty (60) days of their date of issue.

58. **Returned Checks.** For any electronic payment or settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

59. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

60. **Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

## **VI. CLAIMS; DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND**

61. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

62. **Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Settlement Fund (after payment of Notice and Administrative Expenses and Taxes and Tax-Related Expenses) to make payments for Service Awards, followed by Fee Award and Costs, followed by Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Medical Monitoring, followed by Approved Claims for Pro Rata Cash Payments.

### **63. Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Losses, then the value of the payments for Approved Claims for Out-of-Pocket Losses shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Pro Rata Cash Payments.

b. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Medical Monitoring Services, then the duration of the Medical Monitoring Services shall be reduced to 1 year.

c. In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Medical Monitoring Services are not sufficient to make payment for the full amount of the Approved Claims for Pro Rata Cash Payments (*i.e.*, an estimated Seventy Five Dollars and Zero Cents [\$75.00] per Approved Claim), then the value of the Approved Claims for Pro Rata Cash Payments shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. The Pro Rata Cash Payment amount may also be increased based on the amount of the Net Settlement Fund and the number of valid claims submitted to ensure that the maximum amount of the Net Settlement Fund is distributed, following the payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Medical Monitoring Services, the amount remaining in the Net Settlement Fund shall be divided by the number of Settlement Class Members who submit Approved Claims for Pro Rata Cash Payments and allocated on a *pro rata* basis to all Settlement Class Members who submitted Approved Claims for Pro Rata Cash Payments.

d. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendant's Counsel.

64. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Residual Settlement Fund more than 150 days after the distribution of Settlement payments to the Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

## **VII. SETTLEMENT CLASS NOTICE**

65. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

66. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendant's Counsel.

## **VIII. OPT-OUTS AND OBJECTIONS**

67. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the case name and number of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in

accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

68. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the case name and number of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (v) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) the identity of any attorneys representing the objector; (vii) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (viii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (ix) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

69. Within seven (7) days after the deadline to opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid request for exclusions.

## **IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

70. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;

k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and,

m. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

71. **Limitation of Liability.** The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers, reinsurers, agents and/or third-party administrators, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the

determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

72. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses. The Parties shall enter into a settlement administration agreement with the Settlement Administrator that expressly includes and incorporates the obligations of this paragraph.

## **X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

73. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

74. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

75. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

76. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement

and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XI. MODIFICATION AND TERMINATION**

77. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

78. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for termination of the Settlement.

79. Defendant shall have the option to terminate this Agreement if more than 750 individuals of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

80. **Effect of Termination.** In the event of a termination as provided in Paragraphs 78 or 79, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement 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 claims and defenses will be preserved. Finally, 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*.

## **XII. RELEASES**

81. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and

forever discharged Defendant and each of the Released Parties from any and all Released Claims. Plaintiffs, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

82. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in

the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

83. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiffs in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

### **XIII. SERVICE AWARDS**

84. **Service Awards.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Five Thousand Dollars and Zero Cents (\$5,000) for each of the Class Representatives, for a total of Twenty Thousand Dollars and Zero Cents (\$20,000), in recognition of their contributions to this Action, subject to Court approval. The Settlement Administrator shall make the Service Award Payments to the Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

85. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

### **XIV. ATTORNEYS' FEES, COSTS, EXPENSES**

86. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees not to exceed one-third of the Settlement Fund, or One Million Two Hundred and Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,283,333.33), plus reasonable litigation costs and expenses, to be paid from the Settlement Fund, and subject to Court approval. The Fee Award and Costs shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

87. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendant and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

88. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

#### **XV. NO ADMISSION OF LIABILITY**

89. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

90. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

#### **XVI. MISCELLANEOUS**

91. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

92. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

93. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

94. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

95. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

96. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

98. **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 consulted in good faith.

99. **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.

100. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Arizona, without regard to the principles thereof regarding choice of law.

101. **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 and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

102. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Cristina Perez Hesano  
cperez@perezlawgroup.com  
**PEREZ LAW GROUP, PLLC**  
7508 N. 59th Avenue  
Glendale, AZ 85301  
Telephone: 602.730.7100  
Fax: 623.235.6173

Nickolas J. Hagman  
**CAFFERTY CLOBES MERIWETHER  
& SPRENGEL LLP**  
135 S. LaSalle, Suite 3210  
Chicago, Illinois 60603  
Telephone: (312) 782-4880  
Facsimile: (312) 782-4485  
nhagman@caffertyclobes.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

**GORDON, REES, SCULLY &  
MANSUKHANI LLP**

Brian Middlebrook, Esq.  
Justin Holmes, Esq.  
1 Battery Park Plaza  
Suite 2801  
New York, NY 10004  
Telephone: (212) 453-0708  
Fax: (212) 269-5505  
bmiddlebrook@grsm.com  
jholmes@grsm.com

**GORDON, REES, SCULLY &  
MANSUKHANI LLP**

Jill Ormond, Esq.  
Two N. Central Avenue  
Suite 2200  
Phoenix, AZ 85004  
Telephone: (602) 794-2491  
Fax: (602) 265-4716  
jormond@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

103. **Authority.** 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.

*[SIGNATURE PAGE TO FOLLOW]*

**SIGNATURES**

**MICHELE STROUP**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIOS ASIMAKOPOULOS**

By: Georgios Asimakopoulos  
\_\_\_\_\_

Date: 02/12/2026  
\_\_\_\_\_

**DODE HAMMACK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHN GATCHELL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PEREZ LAW GROUP PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: Cristina Perez Hesano  
\_\_\_\_\_

Date: 02/13/2026  
\_\_\_\_\_

Cristina Perez Hesano

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: Nickolas J. Hagman  
\_\_\_\_\_

Date: 2/12/26  
\_\_\_\_\_

Nickolas J. Hagman

**CARDIOVASCULAR CONSULTANTS, LTD.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GORDON, REES, SCULLY & MANUSUKHANI LLP**

*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin M. Holmes

**SIGNATURES**

**MICHELE STROUP**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIOS ASIMAKOPOULOS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DODE HAMMACK**

By: *Dode Hammack*  
Dode Hammack (Feb 12, 2026 15:42:37 MST)

Date: 2/12/2026

**JOHN GATCHELL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PEREZ LAW GROUP PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cristina Perez Hesano

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Nickolas J. Hagman

**CARDIOVASCULAR CONSULTANTS, LTD.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GORDON, REES, SCULLY & MANUSUKHANI LLP**

*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin M. Holmes

**SIGNATURES**

**MICHELE STROUP**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIOS ASIMAKOPOULOS**

By: \_\_\_\_\_


Date: \_\_\_\_\_

**DODE HAMMACK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHN GATCHELL**

By:  \_\_\_\_\_  
John Gatchell (Feb 12, 2026 15:16:01 MST)

Date: 12-Feb-2026  
\_\_\_\_\_

**PEREZ LAW GROUP PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cristina Perez Hesano

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Nickolas J. Hagman

**CARDIOVASCULAR CONSULTANTS, LTD.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GORDON, REES, SCULLY & MANUSUKHANI LLP**

*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin M. Holmes

**SIGNATURES**

**MICHELE STROUP**

By: Michele Stroup

Date: 02/13/2026

**GEORGIOS ASIMAKOPOULOS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DODE HAMMACK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHN GATCHELL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PEREZ LAW GROUP PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cristina Perez Hesano

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Nickolas J. Hagman

**CARDIOVASCULAR CONSULTANTS, LTD.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GORDON, REES, SCULLY & MANUSUKHANI LLP**

*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin M. Holmes

**SIGNATURES**

**MICHELE STROUP**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIOS ASIMAKOPOULOS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DODE HAMMACK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHN GATCHELL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PEREZ LAW GROUP PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Cristina Perez Hesano

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Nickolas J. Hagman

**CARDIOVASCULAR CONSULTANTS, LTD.**

By:  \_\_\_\_\_

Date: 2/12/2026

Name: J. Wesley Fain

Title: Vice President

**GORDON, REES, SCULLY & MANUSUKHANI LLP**

*Counsel for Defendant (as to form only)*

By: Justin M. Holmes

Date: 2-23-26

Justin M. Holmes

# **EXHIBIT 1**

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

NOTICE OF CLASS ACTION  
SETTLEMENT

**You are eligible for  
benefits from a class  
action settlement  
regarding the  
Cardiovascular  
Consultants Ltd.  
Data Incident.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover**

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with Cardiovascular Consultants Ltd. (“CVC”) in a class action lawsuit concerning a data incident that involving CVS’s computer systems that CVC discovered on or around September 27, 2023 (the “Data Incident”). The information potentially exposed in the Data Incident includes names, Social Security numbers, addresses, dates of birth, contact information, Driver’s license numbers and/or state ID numbers, health insurance information, and medical information (“Personal Information”). The Defendant denies all wrongdoing.

**Who is a Settlement Class Member?** The Settlement Class consists of all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by CVC on September 29, 2023, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) CVC, its subsidiaries, parent companies, successors, predecessors, and any entity in which CVC or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

**What does the Settlement provide?** If approved by the Court, the Settlement provides that CVC will create a settlement fund of \$3,850,000. After deducting costs of notice and administration attorneys’ fee and costs, and service awards, the balance of the Settlement Fund will be used to provide Settlement Class Members with: (i) a *Pro Rata* Cash Payment (estimated at \$75) and/or (ii) Out-of-Pocket Losses (up to \$5,000 for unreimbursed losses and expenses). Settlement Class Members may also choose to receive two (2) years of Medical Monitoring. Total benefits are capped at \$5,000 per individual.

**How do I get benefits?** To get benefits from the Settlement, you must file a Claim Form online by 11:59 p.m. ET at [www.\[website\].com](http://www.[website].com), or use the attached Claim Form and mail it to the address on the form postmarked by **Month XX, 2026**.

**What are my other options?** If you do nothing, you won’t receive any Settlement benefits, you will remain in the Settlement and will give up your rights to sue regarding the Data Incident. You can opt out of the Settlement and keep your rights to sue regarding the Data Incident, but you will not get any compensation from the Settlement. You must submit a request for exclusion by Opt-Out Deadline. You can stay in the Settlement but tell the Court why you think the settlement should not be approved. Your written objection must be submitted by Objection Deadline. The Opt-Out and Objection deadline is **Month XX, 2026**.

**The Court’s Final Approval Hearing.** The Court will hold a hearing on **Month XX, 2026** at **XX:XX x.m. MT** to decide whether to approve the Settlement, up to \$1,283,333.33 in attorneys’ fees, plus reasonable costs, and \$5,000 Service Award payments to each Class Representative. You or your lawyer may attend the hearing at your own expense.

**For more information or to update your address:** Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.

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Pre-Paid  
Postage

Stroup, et al., v. Cardiovascular Consultants Ltd.  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

### CLAIM FORM

Claims must be postmarked no later than **Month xx, 2026**.

You **MUST** submit a Claim Form online to receive your payment electronically.

**Out-of-Pocket Losses Payment:** You **MUST** submit a Claim Form online or use the full Claim Form on the Settlement Website to make a claim for Out-of-Pocket Losses because documentation is required. You may claim both Out-of-Pocket Losses and a *Pro Rata* Cash Payment as well as Medical Monitoring online or by using the full Claim Form.

Check the box next to each benefit you are claiming:

***Pro Rata* Cash Payment:** I want to receive a *Pro Rata* Cash Payment (approx. \$75\*).

Yes

\*Final amount to be determined after all valid Claim Forms are submitted.

**Medical Monitoring Services:** I want to receive two (2) years of Medical Monitoring.

Yes

**Email Address:** \_\_\_\_\_

By signing below, I swear and affirm under the laws of the State of Arizona that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# **EXHIBIT 2**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Superior Court of Arizona, Maricopa County  
*Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048

**If your Personal Information was compromised by the Cardiovascular Consultants Ltd. Data Breach on September 27, 2023, you may be eligible for benefits from a Class Action Settlement.**

*A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Cardiovascular Consultants Ltd. (the “Defendant” or “CVC”) in a class action lawsuit regarding unauthorized access to the Defendant’s computer systems that occurred on or around September 27, 2023 (the “Data Incident”) that potentially exposed individuals’ sensitive personally identifiable information and private health information (“Personal Information”). The Defendant denies any wrongdoing but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included as a Settlement Class Member if you live in the United States and your Personal Information was potentially compromised in the Data Incident discovered by CVC in September 2023, including anyone who received notice of the Data Incident.
- Under the proposed Settlement, the Defendant will establish a Settlement Fund of \$3,850,000 to cover benefits to Settlement Class Members (with an individual benefits cap of \$5,000) including: cash payments to Settlement Class Members (estimated at \$75), reimbursement for documented out-of-pocket losses (up to \$5,000), and two (2) years of medical monitoring. The Settlement Fund will also provide Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the court-approved attorneys’ Fee Award and Costs, and Service Awards.
- As a Settlement Class Member, your rights are affected whether you do or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment and other benefits from this Settlement is by submitting a valid and timely Claim Form.	<b>Month XX, 2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	<b>Month XX, 2026</b>
<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 and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	<b>Month XX, 2026</b>
<b>DO NOTHING</b>	If you do nothing, you will not get any benefits from this Settlement and you give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant about the claims resolved by this Settlement.	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.

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

## WHAT THIS NOTICE CONTAINS

### **Basic Information**

- |                                     |   |
|-------------------------------------|---|
| 1. Why was this Notice issued?..... | 3 |
| 2. What is this Action about?.....  | 3 |
| 3. What is a class action?.....     | 3 |
| 4. Why is there a Settlement?.....  | 3 |

### **Who is in the Settlement?**

- |  |   |
|--|---|
| 5. Who is included in the Settlement?.....       | 3 |
| 6. Are there exceptions to being included? ..... | 3 |

### **The Settlement Class Member Benefits**

- |  |   |
|--|---|
| 7. What can I get from this Settlement?.....                           | 4 |
| 8. Tell me more about the Documented Monetary Losses. ....             | 4 |
| 9. Tell me more about the <i>Pro Rata</i> Cash Payment. ....           | 4 |
| 10. Tell me more about the Credit Monitoring Benefit. ....             | 5 |
| 11. What claims am I releasing if I stay in the Settlement Class?..... | 5 |

### **How to get a Payment – Making a Claim**

- |  |   |
|--|---|
| 12. How do I submit a Claim Form?.....           | 5 |
| 13. How will payments be calculated?             |   |
| 14. When will I get my Settlement benefits?..... | 5 |

### **The Lawyers Representing You**

- |   |   |
|---|---|
| 15. Do I have a lawyer in this case?..... | 5 |
| 16. Should I get my own lawyer?.....      | 6 |
| 17. How will the lawyers be paid?.....    | 6 |

### **Excluding Yourself from the Settlement**

- |  |   |
|--|---|
| 18. How do I opt out of the Settlement?..... | 6 |
|--|---|

### **Objecting to the Settlement**

- |   |   |
|---|---|
| 19. How do I tell the Court if I do not like the Settlement?..... | 6 |
| 20. What is the difference between objecting and opting out?..... | 7 |

### **The Court’s Final Approval Hearing**

- |   |   |
|---|---|
| 21. When is the Court’s Final Approval Hearing?.....      | 7 |
| 22. Do I have to come to the Final Approval Hearing?..... | 7 |

### **If You Do Nothing**

- |   |   |
|---|---|
| 23. What happens if I do nothing at all?..... | 8 |
|---|---|

### **Getting More Information**

- |   |   |
|---|---|
| 24. How do I get more information?..... | 8 |
|---|---|

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

## **BASIC INFORMATION**

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

A Court authorized this Notice because 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 Action, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048 pending in the Superior Court of Arizona, Maricopa County. The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Cardiovascular Consultants Ltd., is called the “Defendant” or “CVC.”

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

On or about September 27, 2023, the Defendant experienced a data breach to its computer systems (the “Data Incident”) in which sensitive personally identifiable information and protected health information (“Personal Information”) may have been accessed and acquired. This Personal Information included: names, Social Security numbers, addresses, dates of birth, contact information, Driver’s license numbers and/or state ID numbers, health insurance information (e.g., insurance policy and guarantor information), and medical information (e.g., diagnosis and treatment). The Defendant sent Notice to impacted individuals beginning on December 2, 2023. The Defendant denies all of the Plaintiffs’ claims and maintains that they did not do anything wrong.

### **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 who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Michele Stroup, Georgios Asimakopoulos, Brian Hazlett, Dode Hammack, Peter Fiorentino, and John Gatchell.

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

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

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

The Settlement Class includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by CVC in September 2023, including all those individuals who received notice of the Data Incident.

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

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

## THE SETTLEMENT CLASS MEMBER BENEFITS

### **7. What can I get from this Settlement?**

If approved by the Court, the Defendant will establish a Settlement Fund of \$3,850,000 to pay all valid claims submitted by the Settlement Class, together with Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Court-approved attorneys' Fee Award and Costs to Class Counsel, and Service Award payments to the Class Representatives.

The Settlement will provide cash payments and two (2) years of Medical Monitoring (with an individual benefits cap of \$5,000) to Settlement Class Members who submit a valid and timely claim.

In addition to Medical Monitoring, Settlement Class Members may submit a claim for one or both of the following types of cash payments:

- (1) **Pro Rata Cash Payment:** An estimated \$75 cash payment, subject to a *pro rata* (proportional) increase or decrease depending upon the number of valid claims received; and
- (2) **Out-of-Pocket Losses:** Up to \$5,000 in documented, unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident.

### **8. Tell me more about the Pro Rata Cash Payment.**

Settlement Class Members can choose to submit a claim for a *Pro Rata* Cash Payment, estimated to be \$75. The final amount of the payment may be increased or decreased based on the total number of valid claims received (see Question 13).

### **9. Tell me more about reimbursement for Out-of-Pocket Losses.**

In addition to the *Pro Rata* Cash Payment, Settlement Class Members may also choose to receive up to \$5,000 for unreimbursed losses and expenses "fairly traceable" to the Data Incident, including:

- Unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's personal information;
- Costs incurred on or after September 27, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and
- Other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

"Fairly traceable" losses and expenses are those where the timing of the loss or expense occurred on or after September 27, 2023 and/or the Personal Information used to commit identity theft or fraud was the same type of Personal Information potentially impacted in the Data Incident.

To receive reimbursement of Out-of-Pocket Losses, you must submit a timely and complete Claim Form including "supporting documentation." Supporting documentation is third-party documentation of losses and expenses such as credit card statements, phone bills, or credit monitoring or identity theft monitoring expenses that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. You cannot be reimbursed for Out-of-Pocket Losses if you have already been reimbursed for the same losses and expenses by another source.

## 10. Tell me more about the Medical Monitoring benefit.

In addition to the *Pro Rata* Cash Payment and/or reimbursement for Out-of-Pocket Losses, all Settlement Class Members are also eligible to enroll in two (2) years of Medical Monitoring. After Final Approval of the Settlement, the Settlement Administrator will send an activation code to all Settlement Class Members who submit a valid claim for Medical Monitoring to activate the monitoring services.

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

Unless you opt out of the Settlement Class, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

## HOW TO GET A PAYMENT – MAKING A CLAIM

## 12. How do I submit a Claim Form?

Claim Forms may be submitted online by 11:59 p.m. ET on **Month XX, 2026** at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator so that they are postmarked by **Month XX, 2026** at:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration LLC  
ATTN: Claims  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

Claim Forms are available on the Settlement Website. You may also contact the Settlement Administrator to request a Claim Form by telephone **(XXX) XXX-XXXX**, or by U.S. Mail at the address above.

## 13. How will payments be calculated?

Once the Settlement expenses, taxes, attorneys’ fees, and awards have been paid out of the Settlement Fund (see Question 7), the remaining balance, the Net Settlement Fund, will be used to provide payments and benefits to the Settlement Class. Benefits will be distributed as follows: reimbursement for Out-of-Pocket Losses, Medical Monitoring, and, lastly, *Pro Rata* Cash Payments. If the funds needed to pay Approved Claims for Out-of-Pocket Losses and/or Medical Monitoring are greater than the Net Settlement Fund balance, reimbursement amounts for Out-of-Pocket Losses will be reduced on a *pro rata* basis and Medical Monitoring reduced to one (1) year. The amount of the *Pro Rata* Cash Payments may be increased or decreased based on the total number of valid claims filed. If a reduction is needed to pay all Approved Claims for Out-of-Pocket Losses, no *Pro Rata* Cash Payments will be made. More information on how payments will be calculated is available in the Settlement Agreement at [www.\[website\].com](http://www.[website].com).

## 14. When will I get my Settlement benefits?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, at **XX:X0 x.m. MT**, to decide whether to approve the Settlement, the attorneys’ Fee Award and Costs for Class Counsel for representing the Settlement Class, and Service Awards to the six Class Representatives.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

Yes, the Court appointed Cristina Hesano of Perez Law Group, PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses (the Fee Award and Costs) will be paid from the Settlement Fund. Class Counsel is entitled to seek no more than one-third (33%) of the Settlement Fund (\$1,283,333.33) as reasonable attorneys' fees, subject to Court approval.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 18. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The Opt-Out Deadline to submit a "Request for Exclusion" from the Settlement is **Month XX, 2026**.

To opt out of the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- A statement indicating that you want to opt out of the Settlement Class, such as "I wish to be excluded from the Settlement Class in *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048"; and
- Your full name, current address, and personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
ATTN: Request for Exclusion  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

## OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement benefits, the request for attorneys' Fee Award and Costs, or the Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, it must include:

- a. The case name and number, *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048.
- b. Your full name, current mailing address, and telephone number;
- c. Information and proof that you are a Settlement Class Member (e.g., copy of the Settlement Notice, copy of the original Notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- d. The grounds for the objection, as well as any documents supporting the objection;
- e. Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- f. The identity of the attorney(s) representing you (if any);
- g. Whether you and/or your attorney(s) intend to appear at the Final Approval Hearing;
- h. A list of all other matters in which you and/or your attorney(s) have objected to a class action settlement;
- i. Your personal or electronic signature or the signature of your attorney.

Any Settlement Class Member who does not file a timely and adequate objection following the requirements above gives up the right to object or be heard at the Final Approval Hearing and is barred from making an objection to the Settlement.

Objections must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
ATTN: Objection  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

## THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026** at **XX:X0 x.m. MT**, at the Superior Court of Arizona, Maricopa County, **Address, City, ST, Zip Code**, to decide whether to approve the Settlement, the attorneys' Fee Award and Costs for Class Counsel for representing the Settlement Class, and the \$5,000 Service Awards for each of the six Class Representatives who brought this lawsuit on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

Questions? Visit **www.[website].com** or call toll-free **(XXX) XXX-XXXX**.

## 21. 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 file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

## 22. 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 exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court 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.

### **IF YOU DO NOTHING**

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

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and will not be eligible to receive a payment or other benefits from this Settlement.

### **GETTING MORE INFORMATION**

## 24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com). If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at (XXX) XXX-XXXX or by mail at:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
P.O. Box XXXX  
New York, NY 10150-XXXX

# **EXHIBIT 3**

\*000000000000\*  
000000000000

**Your claim must be submitted online or postmarked by: Month xx, 2026**

**FULL-LENGTH CLAIM FORM**

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
Case No. CV2023-020048  
Superior Court of Arizona, Maricopa Country



**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Personal Information may have been compromised in the Data Incident that affected Cardiovascular Consultants Ltd. (“CVC”) which CVC discovered in or around September 2023. You may submit a claim for Settlement benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

**To receive Medical Monitoring, reimbursement for Out-of-Pocket Losses and/or a Pro Rata Cash Payment YOU MUST SUBMIT A CLAIM BY MONTH XX, 2026.**

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**You may submit a claim for any or all of the following Settlement Benefits:**

You may submit a claim to receive a Pro Rata Cash Payment and/or reimbursement for Out-of-Pocket Losses, as well as for Medical Monitoring (with an individual total benefits cap of \$5,000).

**Check the box(es) below to select the appropriate payment option(s):**

- Pro Rata Cash Payment:** An estimated \$75 cash payment, subject to a *pro rata* (proportional) increase or decrease depending upon the number of valid claims received. No documentation is required.

**AND/OR**

- Out-of-Pocket Losses:** Up to \$5,000 for unreimbursed out-of-pocket losses and expenses fairly traceable to the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.

**Check the box below if you would also like to receive Medical Monitoring:**

- Medical Monitoring:** Two (2) years of Medical Monitoring. If you choose to receive this benefit, you will receive a code to enroll in the program after Final Approval of the Settlement.

**I. PAYMENT SELECTION**

If you would like to receive your payment through electronic transfer, please visit the Settlement Website ([www.\[website\].com](http://www.[website].com)) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

\*830760000000\*

830760000000

**II. NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

Class Member ID:		
First Name:	Last Name:	
Address 1:		
Address 2:		
City:	State:	Zip Code:
Email Address:	Phone Number: ( ___ ___ ) ___ ___ - ___ ___ ___	

**III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES**

You may claim up to \$5,000 for unreimbursed losses and expenses that are “fairly traceable” to the Data Incident. Losses include: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information; (2) costs incurred on or after September 27, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

“Fairly traceable” losses and expenses are those where the timing of the loss or expense occurred on or after September 27, 2023, and/or the Personal Information used to commit identity theft or fraud was the same type of Personal Information potentially impacted in the Data Incident.

To receive reimbursement of Out-of-Pocket Losses, you must submit complete this Claim Form and submit it by **Month XX, 2026** with “supporting documentation.” Supporting documentation is third-party documentation of losses and expenses such as credit card statements, phone bills, or credit monitoring or identity theft monitoring expenses that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. You cannot be reimbursed for Out-of-Pocket Losses if you have already been reimbursed for the same losses and expenses by another source. If you do not provide documentation or complete the Claim Form properly, your claim will be considered incomplete, and you will automatically receive a *Pro Rata* Cash Payment rather than your claim being rejected.

Please confirm that you have attached documentation for your claim by checking the box below:

I have attached documentation showing that the losses and expenses below were fairly traceable the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	<u>07/17/25</u> (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill

**\*8307600000000\***

8307600000000

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	

**IV. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of the State of Arizona that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator toll free at (xxx) xxx-xxxx.

# **EXHIBIT 4**

1 Cristina Perez Hesano, SBN 027023  
2 **PEREZ LAW GROUP, PLLC**  
3 7508 North 59<sup>th</sup> Avenue  
4 Glendale, Arizona 85301  
5 Telephone: (602) 730-7100  
6 Fax: (602) 794-6956  
7 cperez@perezlawgroup.com

8 Nickolas J. Hagman, IL SBN 6317689, *pro hac vice*  
9 **CAFFERTY CLOBES MERIWETHER**  
10 **& SPRENGEL LLP**  
11 135 S. LaSalle, Suite 3210  
12 Chicago, Illinois 60603  
13 Telephone: (312) 782-4880  
14 Fax: (312) 782-4485  
15 nhagman@caffertyclobes.com

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

**[PROPOSED]**  
**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.

12 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit,  
13 (b) Plaintiffs Michele Stroup, Georgios Asimakopoulos, Dode Hammack, and John  
14 Gatchell (collectively, “Plaintiffs”), and (c) Defendant Cardiovascular Consultants, Ltd.  
15 (“Defendant” or “CVC”) and, together with Plaintiff, the “Parties”.

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

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

22 **CLASS CERTIFICATION**

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

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.

1  
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 9. The Court appoints Kroll Settlement Administration LLC ("Kroll") as  
23 Claims Administrator.  
24

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,  
28

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.  
26

27 **CLAIMS, OPT-OUTS, AND OBJECTIONS**  
28

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

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

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

14           19.       Settlement Class Members who seek to be excluded from the Settlement  
15 Class shall individually sign and timely submit written notice of such intent to the  
16 designated Post Office box established by the Claims Administrator. The written notice  
17 must include the case name and number of the proceeding, the individual’s full name,  
18 current address, personal signature, and the words “Request for Exclusion” or a  
19 comparable statement that the individual does not wish to participate in the Settlement.  
20 To be effective, written notice must be postmarked no later than sixty (60) days after the  
21 Notice Deadline. All Persons who submit valid and timely notices of their intent to be  
22 excluded from the Settlement Class, as set forth in the Settlement Agreement, shall not  
23 receive any benefits of and/or be bound by the terms of this Settlement Agreement. All  
24 Persons falling within the definition of the Settlement Class who do not request to be  
25 excluded from the Settlement Class in the manner set forth in the Settlement Agreement  
26 shall be bound by the terms of the Settlement Agreement, including releases therein, and  
27 Judgment entered thereon.  
28

1           20.       Each Settlement Class Member desiring to object to the Settlement  
2 Agreement shall submit a timely written notice of his or her objection by the Objection  
3 Date. Such notice shall state: (i) the case name and number of the proceedings; (ii) the  
4 Settlement Class Member's full name, current mailing address, and telephone number;  
5 (iii) information identifying the objector as a Settlement Class Member, including proof  
6 that the objector is a member of the Settlement Class (*e.g.*, copy of the objector's  
7 settlement notice, copy of original notice of the Data Incident, or a statement explaining  
8 why the objector believes he or she is a Settlement Class Member); (iv) a statement that  
9 states with specificity the grounds for the objection, as well as any documents supporting  
10 the objection; (v) a statement as to whether the objection applies only to the objector, to  
11 a specific subset of the class, or to the entire class; (vi) the identity of any attorneys  
12 representing the objector; (vii) a statement regarding whether the Settlement Class  
13 Member (or his/her attorney) intends to appear at the Final Approval Hearing; (viii) a list  
14 of all other matters in which the objecting Settlement Class Member and/or his/her  
15 attorney has lodged an objection to a class action settlement; and (ix) the signature (or  
16 electronic equivalent) of the Settlement Class Member or the Settlement Class Member's  
17 attorney.  
18

19           21.       To be timely, written notice of an objection in the appropriate form must  
20 be filed with the Clerk of the Court, by no later than the Objection Deadline, and mailed  
21 to the Claims Administrator as outlined in the notice.

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

26           23.       Without limiting the foregoing, any challenge to the Settlement Agreement,  
27 this Order, and the Final Approval Order and Judgment shall be pursuant to appeal under  
28 applicable Court rules and not through a collateral attack.

**FINAL APPROVAL HEARING**

1  
2       24.       A Final Fairness Hearing shall be held on \_\_\_\_\_  
3 at \_\_\_\_\_, and so noticed on the Settlement Website. The Court may  
4 require or allow the Parties and any objectors to appear at the Final Fairness Hearing  
5 either in person or by telephone or videoconference.

6       25.       At the Final Fairness Hearing, the Court will determine whether: (1) this  
7 action should be finally certified as a class action for settlement purposes pursuant to  
8 Rule 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate;  
9 (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement  
10 Agreement; (4) Settlement Class Members should be bound by the Releases set forth in  
11 the Settlement Agreement; (5) Class Counsel’s application for attorneys’ fees and costs  
12 should be approved; and (6) the Class Representative’s requests for Service Awards  
13 should be approved.  
14

15       26.       Class Counsel shall file a motion for attorney’s fees, costs, and expenses,  
16 and Class Representatives’ request for service awards on or before thirty (30) days prior  
17 to the Objection Deadline.

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

20       28.       In the event the Settlement is not approved by any court, is terminated for  
21 any reason by the Parties or otherwise, is declared null and void, or in the event the  
22 Effective Date does not occur, the Parties to the Settlement Agreement, including  
23 Settlement Class Members, shall be deemed to have reverted, without prejudice to their  
24 rights in the Litigation, to their respective status in the Litigation immediately prior to the  
25 execution of the Settlement Agreement, and, except as otherwise expressly provided in  
26 the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement  
27 Agreement and any related orders had not been entered. In addition, any orders entered  
28 pursuant to the Settlement Agreement shall be deemed null and void and vacated and

1 shall not be used in or cited by any Person in support of claims or defenses in the  
2 Litigation (except as necessary to explain procedural history).

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

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

13 **SETTLEMENT ADMINISTRATION AND DEADLINES**

14 31. The preliminarily approved Settlement shall be administered according to  
15 its terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and  
16 this Order include, but are not limited to:  
17

EVENT	DATE
Notice Deadline	No later than 30 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Deadline
Deadline for Class Members to Object to Settlement	60 days after the Notice Deadline
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the Notice Deadline

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Deadline for Plaintiff to file motion for attorneys' fees, expenses and service award for Class Representative	30 days prior to the Objection Deadline
Deadline for Plaintiff to file the motion for Final Approval and Judgment	14 days prior to the Final Approval Hearing
Final Fairness Hearing	_____

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Christopher Coury

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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