UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ROBERT SMITH, on behalf of himself and others similarly situated, Plaintiff, v. ZOLL MEDICAL CORPORATION, Defendant.	Case No. 1:23-cv-10575-IT

SETTLEMENT AGREEMENT

This Settlement Agreement, dated April 22, 2026 is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese (collectively, "Plaintiffs"), and ZOLL Medical Corporation ("Defendant" or "ZOLL" and, together with Plaintiffs, the "Parties" or "Settling Parties"). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

I. INTRODUCTION

ZOLL manufactures and sells advanced emergency care devices that provide defibrillation and cardiac monitoring including LifeVest®—a Wearable Cardioverter Defibrillator designed to protect patients against a risk of sudden cardiac death. On or around January 28, 2023, ZOLL detected unusual activity on its internal computer network (the "Data Incident"). ZOLL took steps to mitigate the incident, consulted with third-party cybersecurity experts to assist with their response, and notified law enforcement. ZOLL confirmed that the ransomware incident involved the data of current and former patients who were prescribed ZOLL's LifeVest, as well as some current and former ZOLL employees.

Soon after Defendant announced the Data Incident, fifteen plaintiffs filed lawsuits against ZOLL alleging similar causes of action. Those cases were consolidated on April 24, 2023. On February 26, 2024, Plaintiffs filed their Consolidated Class Action Complaint (ECF No. 33, the "Complaint" or "Compl."), on their own behalf and on behalf of a nationwide class of current and former customers who were prescribed or considered for ZOLL's LifeVest and current or former ZOLL employees ("Class Members"), alleging their personally identifiable information ("PII") and protected health information ("PHI," collectively, "Personal Information") was potentially accessed in the Data Incident. The Complaint brought claims for negligence, negligence *per se*, breach of fiduciary duty, breach of implied contract, unjust enrichment, and declaratory judgment and injunctive relief. Plaintiffs also brought the following state statutory claims: Plaintiffs Randy McGilberry and Barbara Brown (the "Florida Plaintiffs") claimed violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. §§ 501.201; Plaintiff Gary Becker, a Kansas resident, claimed violations of the Kansas Consumer Protection Act ("KCPA"), Kan. Stat. Ann. §§ 50-623; Plaintiff David Pacholczak, a New York resident, claimed violations of the New York General Business Law ("NY GBL"), N.Y. Gen. Bus. Law §§ 349, *et seq.*; Plaintiff Amine Bendriss, a Pennsylvania resident, claimed violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 P.S. § 201-3; and Plaintiffs John Priddy and Patricia McMahon (the "Illinois Plaintiffs") claimed violations of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1.

On April 11, 2024, Defendant filed a motion to dismiss, arguing that Plaintiffs did not have standing to bring suit and that they had failed to state claims entitling them to relief. ECF No. 36. Plaintiffs filed a response in opposition on May 24, 2024. ECF No. 38.

On March 31, 2025, the Court entered an order granting Defendant's Motion to Dismiss in part[1] while permitting Plaintiffs' negligence claims under Massachusetts, Pennsylvania, Illinois, Florida, Texas, and New York law; breach of fiduciary duty claim; unjust enrichment claim; breach of implied-in-law contract claims as to Plaintiffs Priddy, McGilberry, Jemison, Becker, Bendriss, Brown, Pacholczak, and McMahon; and the Florida Plaintiffs' UTPCPL claims to proceed.

II. MEDIATION AND SETTLEMENT DISCUSSIONS

On November 18, 2025, the Parties engaged in an in-person mediation session with Mike Ungar of UB Greensfelder. The mediation lasted the majority of the day, and although the Parties made progress, a resolution was not reached. In the ensuing weeks, the Parties continued to engage in good-faith negotiations and reached a settlement in principle on February 3, 2026. The Parties continued to negotiate the details of the settlement, which ultimately resulted in their agreement to the terms memorialized in this Settlement Agreement.

III. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that their claims asserted in the Litigation have merit. Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion

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[1] The Court granted Defendant's motion to dismiss as to: standing for allegations of spam and diminution in value of their Private Information; Plaintiff Becker's negligence claim under Kansas law; the breach of implied contract claim as to an implied-in-fact contract; the breach of implied contract as an implied-in-law contract only as to Plaintiffs Gerth and Weese; the claim for declaratory and injunctive relief; the Illinois Plaintiffs' ICFA claim; Plaintiff Becker's KCPA claim; Plaintiff Pacholczak's NY GBL claim; and Plaintiff Bendriss's UTPCPL claim.

practice, trial, and potential appeals. Plaintiffs and Proposed Class Counsel have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. This case presents an additional unique challenge in that the class population has already diminished by around 15% given the average age at which wearable cardioverter defibrillator devices are prescribed, the health conditions for which they are prescribed, and the age of some of the data involved in the Data Incident.

Proposed Class Counsel is highly experienced in class action litigation and, in particular, data breach and privacy litigation, and has previously served as class counsel in data breach class actions through final approval. Plaintiffs and Proposed Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Members.

IV. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and every claim and contention alleged against it in the Complaint. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. In particular, ZOLL denies that information involved in the Data Incident was ever published or misused. Nonetheless, Defendant recognizes the significant expense, operational burden, and inherent uncertainty of continued litigation and has therefore determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

V. SETTLEMENT TERMS AND DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Proposed Class Counsel, Defendant, and Defendant's Counsel that, subject to the approval of the Court, the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "**Agreement**" or "**Settlement Agreement**" means this agreement, the exhibits, and the settlement embodied herein.

1.2 "**CAFA Notice**" means the Class Action Fairness Act notice that Defendant shall direct the Settlement Administrator to serve upon the appropriate state and federal officials, providing notice of the proposed Settlement pursuant to 28 U.S.C. § 1715.

1.3 "**Complaint**" or **"Compl."** means the Consolidated Class Action Complaint filed by Plaintiffs on February 26, 2024, at ECF No. 33, in this Litigation.

1.4 "**Claimant**" means a Settlement Class Member who makes a Claim for Settlement Benefits under this Agreement.

1.5 "**Claim Form(s)**" mean(s) the form(s) that will be used by Class Members to submit a Settlement Claim to the Settlement Administrator and that are substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.6 "**Claims Deadline**" means the postmark and/or online submission deadline for Settlement Claims, which shall be 90 days after the Notice Date (as defined below). The Claims Deadline shall clearly be set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and on the Claim Form.

1.7 "**Claim Supplementation**" means a request by the Settlement Administrator to a

Claimant in writing, including via email, for additional information the Settlement Administrator may reasonably require in order to evaluate the Claim, *e.g.*, documentation requested on the Claim Form and information regarding the claimed losses and the resolution thereof.

1.8 "**Class Member(s)**" means a living Person(s) who falls within the definition of the Settlement Class.

1.9 "**Class Representative(s)**" mean Plaintiffs John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese.

1.10 "**Common Fund**" means a non-reversionary common fund in the amount of $3,500,000.00 which Defendant will fund or caused to be funded as set forth in Paragraph 8.1.

1.11 "**Costs of Settlement Administration**" means all actual costs associated with or arising from Settlement Administration, including any Notice required by Federal Rule of Civil Procedure 23.

1.12 "**Court**" means the United States District Court for the Eastern District of Massachusetts.

1.13 "**Data Incident**" means the data security incident perpetrated against Defendant by non-party criminal actors on or about January 22, 2023, and January 24, 2023, as described in the Complaint.

1.14 **"Defendant"** shall mean ZOLL Medical Corporation.

1.15 "**Defendant's Counsel**" means Baker & Hostetler LLP.

1.16 "**Dispute Resolution**" means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.17 "**Effective Date**" means the first date by which all of the events and conditions specified in Paragraph 10.1 herein have occurred and been met.

1.18 "**Final**" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award or Service Awards made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.19 "**Final Approval Order**" is the order through which the Court grants final approval of class action settlement and finds that this settlement is fair, reasonable, and adequate.

1.20 "**Final Fairness Hearing**" or "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider entering a Final Approval Order and approving the payment of attorneys' fees, costs, expenses, and/or service awards to Class Representatives.

1.21 "**Judgment**" means a judgment rendered by the Court pursuant to Federal Rule of Civil Procedure 54.

1.22 "**Litigation**" means the consolidated case brought by Plaintiffs against Defendant, styled *Robert Smith, on behalf of himself and others similarly situated v. ZOLL Medical Corporation*, Case No. 1:23-CV-10575, pending in the United States District Court of Massachusetts, Eastern Division, before the Honorable Indira Talwani.

1.23 "**Long Form Notice**" means the long-form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.24 "**Monetary Loss(es)**" means documented, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, fuel, and long-distance telephone charges. Documentation supporting Monetary Losses may include receipts or other documentation, not "self-prepared" by the Claimant, 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 or support other submitted documentation.

1.25 "**Net Settlement Fund**" means the amount of funds that remain in the Common Fund after funds are paid from or allocated for payment for the following: (i) Costs of Settlement Administration incurred pursuant to this Settlement Agreement; (ii) Service Awards approved by the Court; (iii) any amounts approved by the Court for the Fee and Expense Award; (iv) applicable taxes and tax-related expenses; and (v) payment of Valid Out-of-Pocket Loss Claims.

1.26 "**Notice Date**" means 30 days after the entry of the Preliminary Approval Order, which is the date of commencement of Notice being sent to Settlement Class Members. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date, and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.27 **"Non-SSN Subclass"** means all Class Members whose Social Security numbers were not impacted in the Data Incident. Class Representatives John Priddy, Randy McGilberry, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, and Timothy Jemison are Non-SSN Subclass Members.

1.28 "**Objection Date**" means the date by which Class Members may file with the Court through the Court's electronic case filing ("ECF") system and mail to Class Counsel and Defendant's Counsel their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be 60 days after the Notice Date.

1.29 "**Opt-Out Date**" means the date by which Class Members must mail to the Settlement Administrator their requests to be excluded from the Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be 60 days after the Notice Date.

1.30 "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.31 "**Personal Information**" means personally identifiable information and/or protected health information that was potentially compromised in the Data Incident, which may include, individually or in combination, the following data elements: names, dates of birth, Social Security numbers, addresses, medical service information, and other demographic or health-related information.

1.32 "**Plaintiffs**" mean John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese.

1.33 "**Preliminary Approval Order**" means the order preliminarily approving this Settlement Agreement and ordering that Notice be provided to the Settlement Class. The Settling Parties' proposed Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.

1.34 "***Pro Rata* Cash Claim**" means a Claim for a cash payment from the Net Settlement Fund and distributed *pro rata* among Class Members based on a weighted allocation as described in the Settlement Agreement.

1.35 "**Proposed Class Counsel**" or "**Class Counsel**" means Jean S. Martin of Aylstock Witkin Kreis Overholtz PLC.

1.36 "**Related Entities**" means Defendant's past, present, and future parents, subsidiaries, divisions, customers, partnerships, joint ventures, affiliates, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, assigns, employees, servants, members, providers, partners, principals, officers, directors, shareholders, owners, heirs, executors, administrators, personal representatives, insurers, and reinsurers, and trustees of such entities, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.37 "**Released Claims**" shall collectively mean, for Settlement Class Members, including Plaintiffs, any and all past, present, and future claims and causes of action arising from the Data Incident including, but not limited to, all claims asserted in the Litigation and 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 state consumer, privacy-protection, and like statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Persons, based on, relating to, concerning or arising out of the Data Incident and alleged access or misuse of their Personal Information ensuing from the Data Incident. Released Claims shall include all Unknown Claims (as defined herein). Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of members of the Class who have timely excluded themselves from the Class.

1.38 "**Released Persons**" means Defendant and its Related Entities.

1.39 "**Remainder Funds**" means the funds, if any, that remain in the Common Fund after settlement payments for all Valid Claims (as defined below). The funds remaining in the Common Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be distributed as a *cy pres* payment to one or more mutually agreed upon 501(c)(3) charitable organizations, subject to Court approval.

1.40 "**Service Awards**" shall have the meaning ascribed to it as set forth in Paragraph 7.3 of this Settlement Agreement. The Service Awards requested in this matter will be $1500 to each Class Representative, subject to court approval and will be in addition to any other Settlement Benefits Plaintiffs may receive. The Service Awards, if approved, shall be paid through the Common Fund using available funds therein.

1.41 "**Settlement Administration**" means the means the providing of Notice, the processing and payment of awards of Attorneys' Fees and Expenses and Service Award(s), and the processing and payment of Claims received from Class Members by the Settlement Administrator, and all undertakings reasonably necessary by the Settlement Administrator to fulfill its Settlement Agreement obligations.

1.42 "**Settlement Administrator**" means EisnerAmper, who is experienced in administering class action claims generally and specifically those of the type provided for and made in data security litigation.

1.43 "**Settlement Claim**" **or** "**Claim**" means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

1.44 "**Settlement Class**" or "**Settlement Class Member**" means all living persons who reside in the United States and to whom Defendant issued notice of the Data Incident that certain

Personal Information was impacted in the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

1.45 "**Settlement Website**" shall be the URL www.HeartDeviceDataSettlement.com, which the Settlement Administrator will establish and will contain detailed information about this Litigation as set forth herein.

1.46 "**Settling Parties**" means, collectively, Defendant and all Released Parties and Plaintiffs, individually and on behalf of the Settlement Class.

1.47 **"SSN Subclass"** means all Settlement Class Members whose Social Security numbers were potentially impacted in the Data Incident, as reflected in the notice of the Data Incident sent to such Class Members by Defendant and as identified in a list to be provided to the Settlement Administrator by Defendant. Class Representatives Patricia McMahon and Evan Weese are SSN Subclass Members.

1.48 "**Summary Notice**" means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Summary Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make a Settlement Claim for Settlement Benefits. The Summary Notice will also inform Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing (as defined below).

1.49 "**Unknown Claims**" means any of the Released Claims that any Settlement Class Members, including Plaintiffs, do not know or suspect to exist in their favor at the time of the Effective Date that, if known by them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs and the Released Parties intend to and expressly shall have, and each of the other members of the Settlement Class intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The members of the Settlement Class, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but the Plaintiffs expressly shall have, and each other member of the Settlement Class shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date of this Settlement Agreement, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and members of the Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.50 "**Valid Claims**" means Settlement Claims for Claimed Benefits in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Claimed Benefits: All Class Members shall have the opportunity to submit a Claim Form for certain Claimed Benefits on or before the Claims Deadline. The Claimed Benefits, as described below, shall include (a) *Pro Rata* Cash Claims; and (b) Out-of-Pocket-Loss Claims distributed in accordance with this Paragraph.

a) *Pro Rata* Cash Claim. Class Members may submit a Claim for a cash payment from the Net Settlement Fund. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the amount of the cash payment. No documentation or attestation is required. The Net Settlement Fund shall be distributed *pro rata* among Class Members based on the following weighted allocation:

- **SSN Subclass Members**: two (2) shares per Valid Claim;
- **Non-SSN Subclass Members**: one (1) share per Valid Claim.

b) Out-of-Pocket Loss Claims. Class Members may submit a Claim Form for reimbursement of documented out-of-pocket Monetary Losses reasonably traceable to the Data Incident up to $5,000 per individual ("Out-of-Pocket-Loss Claims"). Out-of-Pocket-Loss Claims must include reasonable documentation of Monetary Losses related to the Data Incident. Those who elect to claim an Out-of-Pocket Loss must also attest under penalty of perjury to incurring such a loss as a result of the Data Incident.

2.2 Security Attestation. ZOLL has undertaken or will undertake specific, reasonable steps to further secure customer and employee information. Within 30 days of Preliminary Approval, ZOLL will provide Proposed Class Counsel with a confidential written attestation outlining those steps.

2.3 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (a) the Claimant is a Class Member; (b) the Claimant has provided all information needed to complete the Claim Form, including any Monetary Loss documentation that is required to reasonably support the Out-of-Pocket-Loss Claim; and (c) the information submitted could lead a reasonable person to conclude that it is more likely than not the Claimant has suffered the claimed Out-of-Pocket Losses as a result of the Data Incident. The Settlement Administrator may, at any time, request from the Claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the Claim, *e.g.*, documentation requested on the Claim Form, information regarding the Out-of-Pocket Loss Claims, and claims previously made for identity theft and the resolution thereof. For any such Claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those Claims to the Settling Parties. If the Settling Parties do not agree with the Claimant's Settlement Claim, after meeting and conferring, then the Settlement Claim shall be referred for resolution to the Settlement Administrator for final determination.

2.3.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is facially valid, the Settlement Administrator shall request additional information and give the Claimant fourteen (14) days to cure the defect before rejecting the Claim. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the defective Claim.

2.3.2 Following receipt of any additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or in part, or reject such Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Settlement Administrator determines that such a Claim is facially valid, then the Claim shall be paid. If, after review of the Claim and all documentation submitted by the Claimant, the Settlement Administrator determines that only a portion of such a Claim is facially valid, then the Claim shall be paid only for that facially valid portion. If the Claim is not facially valid because the Claimant has not provided all information needed to complete and evaluate the Claim, then the Settlement Administrator may reject the Claim without any further action. A defect in a Out-of-Pocket Loss Claim shall not cause rejection of any Valid *Pro Rata* Cash Claim submitted by the Claimant.

2.3.3 Settlement Expenses. All costs for Notice to the Class Members and the costs of Dispute Resolution shall be paid out of the Common Fund.

2.4 Class Certification. The Settling Parties agree, for purposes of this Settlement Agreement only, to the certification of the Settlement Class, including the SSN Subclass and Non-SSN Subclass. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Proposed Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C** in both terms and cost, requesting, *inter alia:*

a) certification of the Class and Subclasses for settlement purposes only pursuant to this Settlement Agreement;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of Proposed Class Counsel as Class Counsel;

d) appointment of Plaintiffs as Class Representatives;

e) approval of the Summary Notice to be mailed to Class Members in a form substantially similar to the one attached as **Exhibit D** this Settlement Agreement;

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Summary Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Class Members are entitled to Settlement Benefits under this Settlement Agreement, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, instructions for how to obtain the Settlement Benefits, the process and instructions for making Claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

g) approval of a Claim Form to be used by Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and

h) appointment of EisnerAmper as the Settlement Administrator.

The Summary Notice, Long Notice, and Claim Form have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

3.2 Costs for providing Notice to the Class Members in accordance with the Preliminary Approval Order, and the costs of such Notice, together with the Costs of Settlement Administration shall be paid from the Common Fund. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and Service Awards to Class Representatives, as approved by the Court, shall also be paid from the Common Fund. Notice shall be provided to Class Members by the Settlement Administrator as follows:

a) *Class Member Information*: No later than ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, email (if any), and last known physical address of each Class Member (collectively, "Class Member Information") that Defendant possesses. Defendant shall also identify which Class Members belong to the SSN Subclass and which belong to the Non-SSN Subclass based on the notices previously sent regarding the Data Incident.

b) For any Class Member whose information does not include an email address, the Settlement Administrator shall mail the Notice. For any Class Member whose information does not include an e-mail address or a valid address, the Settlement Administrator shall use the available information to conduct a reverse look-up search to obtain a physical address to mail the Notice.

c) The Class Member Information and its contents shall be used by the Settlement

Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

d) *Settlement Website*: Prior to the dissemination of the Notice to the Class Members, the Settlement Administrator shall establish the Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website, which shall be active within 24 hours of the Notice Date, shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; and (v) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

e) *Summary Notice:* On the Notice Date, the Settlement Administrator shall commence disseminating Notice to the Class Members. Within fifteen (15) days thereafter, dissemination of the Notice shall be completed through the following means:

- via email to email addresses, if any, in Defendant's possession. These emails will include a clear and conspicuous links to access the Settlement Website and the Claim Form.
- if Defendant does not possess the email address for any Class Member, via mail

to the postal address in Defendant's possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;

- if a Summary Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Summary Notice to the forwarding address within ten (10) days of receiving the returned Summary Notice;

f) Publishing, on or before the Notice Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;

g) A toll-free help line with an IVR system and a live operator option shall be made available to provide Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request of a Class Member; and

h) Contemporaneously with seeking Final Approval of the Settlement, Proposed Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with these provisions regarding Notice. Defendant's Counsel shall cooperate in providing any necessary information to the Settlement Administrator to complete the foregoing affidavit or declaration.

3.3 The Summary Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4 Proposed Class Counsel and Defendant's Counsel shall request that after Notice is completed the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

3.5 Defendant will also cause the Settlement Administrator to provide notice to the relevant state and federal governmental officials as required by the Class Action Fairness Act.

4. Opt-Out Procedures

4.1 Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated post office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to opt out of the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not validly opt out of the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the opt-out list no later than ten (10) days following the conclusion of the Opt-Out Period.

4.4 If the Settlement Administrator has received more than 250 Opt-Outs from the Settlement Class, Defendant shall have the right to terminate the Settlement Agreement in its entirety and shall notify Plaintiffs of Defendant's intention to terminate the Settlement Agreement within ten (10) days of receiving the Opt-Out list from the Settlement Administrator. If Defendant voids this Settlement Agreement under this paragraph, (a) the Parties shall be restored to their respective positions in the Litigation, and the Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's Counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the settlement shall have no further force and effect with respect to the Parties, and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated and null and void, *nunc pro tunc*.

5. Objection Procedures

5.1 Each Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name and address; (b) the case name and docket number, *Smith v. ZOLL Medical Corporation*, Case No. 1:23-CV-10575, pending in the United States District Court of Massachusetts, Eastern Division; (c) information identifying the objector as a 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 Class Member); (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (g) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Jean S. Martin of Aylstock Witkin Kreis Overholtz PLC as Class Counsel; and Gilbert S. Keteltas of Baker & Hostetler LLP as Counsel for Defendant. The objector or his or her counsel may also file objections with the Court through the Court's ECF system or by submitting them to the Clerk of Court, with service on Class Counsel and Defendant's Counsel made through the ECF system. For all objections mailed to Class Counsel and counsel for Defendant, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement. Any Motion for Final Approval of Class Action Settlement will be filed no later than 14 days before the Final Approval Hearing.

5.2 Any Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and to object to the Settlement Agreement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including all Unknown Claims, as against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, continuing in, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted. Any other claims Plaintiffs and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or Service Awards to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that reasonable attorneys' fees, costs, expenses, and Service Awards to Plaintiffs as may be agreed to by Defendant and Class Counsel and as ordered by the Court shall be paid from the Common Fund. Defendant and Class Counsel then negotiated and agreed to the procedure as set forth herein.

7.2 Class Counsel will move the Court for an award of attorneys' fees not to exceed one-third (1/3) of the Common Fund, or $1,166,666.67 plus reasonable litigation expenses not to exceed $50,000 to be paid from the Common Fund. Class Counsel shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel and Plaintiffs' Counsel. Plaintiffs' motion for attorneys' fees, expenses, and class representative service awards will be filed no later than fourteen (14) days before the Objection and Opt-Out Deadlines. Any attorneys' fees, costs, and expenses awarded by the Court shall be paid within twenty-one (21) days of the Effective Date

7.3 Subject to Court approval, Plaintiffs intend to request a Service Award in the amount of $1,500 to each individual Plaintiff ($15,000 total), also to be paid from the Common Fund. Any Service Award that is awarded by the Court shall be paid within twenty-one (21) days of the Effective Date.

7.4 If awarded by the Court, the attorneys' fees and expenses will be distributed to Class Counsel, within twenty-one (21) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel, and Service Awards to Plaintiffs in accordance with Paragraph 7.3.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Awards to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or Service Awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Common Fund

8.1 Deposits. Within fifteen (15) days of the Preliminary Approval Order, ZOLL shall fund or caused to be funded the initial portion of the Common Fund sufficient to cover the Settlement Administrator's estimated Settlement Administration Costs related to administering the Settlement Agreement. The deposit shall be made into an escrow account established and administered by the Settlement Administrator. Within 15 days of the Effective Date, ZOLL shall fund or cause to be funded the remaining amount of the Common Fund by depositing it into the escrow account. This shall constitute the Common Fund and is non-reversionary. As of the date of funding the remaining amount of the Common Fund, all rights of Defendant in or to the Common Fund shall be extinguished, except in the event this Settlement Agreement is terminated as provided herein.

8.2 Custody of the Common Fund. The Common 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 Common Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Common Fund in the event this Settlement Agreement is terminated as provided herein.

8.3 Treasury Regulations and Fund Investment. The Parties agree that the Common Fund is intended to be maintained as a qualified settlement fund ("QSF") 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 Common Fund and paying from the Common Fund any taxes owed with respect to the Common Fund. The Parties agree that the Common 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 Common Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Common Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution approved by the Parties. 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 Common Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

8.4 Use of the Common Fund and Order of Distribution. As further described in this Settlement Agreement, the Common Fund shall be used by the Settlement Administrator to pay for the following: (a) taxes and tax-related expenses, (b) attorneys' fees, (c) Class Counsel's litigation expenses, (d) Costs of Settlement Administration, (e) Service Awards, (f) Valid *Pro Rata* Cash Claims, and (g) Valid Out-of-Pocket-Loss Claims.

The Settlement Administrator shall first use the available funds in the Common Fund to pay taxes and tax-related expenses. Next, the Settlement Administrator shall use the available funds in the Common Fund to pay Costs of Settlement Administration. Next, the Settlement Administrator shall make payment of the Service Awards to the Plaintiffs. Next, the Settlement Administrator shall use the available funds in the Common Fund to cover, in order, Class Counsel's attorneys' fees and expenses as may be awarded by the Court. Next, the Settlement Administrator shall make payment of Valid Out-of-Pocket Loss Claims from the Common Fund. The remainder will be known as the Net Settlement Fund. Finally, the Settlement Administrator shall make payments from the Net Settlement Fund on a *pro rata* basis to the Class Members who submit a Valid Claim for a *Pro Rata* Cash Claim, weighted such that SSN Subclass Members receive two (2) shares per Valid Claim and Non-SSN Subclass Members receive one (1) share per Valid Claim.

The Settlement Agreement is designed to exhaust the Net Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than two hundred (200) days after the distribution of all Valid Claims for *Pro Rata* Cash Claims, a subsequent Settlement Payment will be evenly made to all Class Members with Valid Claims for *Pro Rata* Cash payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents ($3.00). To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) days after this second distribution, the Remainder Funds, if any, shall be distributed as a *cy pres* payment by mutual agreement of the Parties to a Court-approved non-profit recipient.

8.5 Taxes. All taxes relating to the Common Fund shall be paid out of the Common Fund, shall be considered a Cost of Settlement Administration, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Common Fund shall indemnify and hold harmless the Parties and their counsel for taxes (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 any tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Common Fund. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds from the Common Fund pursuant to this Settlement Agreement.

9. Administration of Claims

9.1 The Settlement Administrator shall administer, evaluate the validity of, and calculate the Claims submitted by Class Members. Class Counsel and Defendant shall be given reports as to both Claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth herein. All Claims agreed to be paid in full by the Settlement Administrator shall be deemed Valid Claims.

9.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made by the Settlement Administrator within thirty (30) days of the Effective Date.

9.3 All Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.4 No Person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of benefits to Class Members.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

10.1 The "Effective Date" of the settlement shall be conditioned on the occurrence of all of the following events:

a) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to Paragraph 4.3;

b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

c) the Judgment has become Final.

10.2 If all conditions specified in the above paragraph are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within five (5) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion from the Settlement Class (the "Opt-Out List").

10.4 If the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of Notice to the Class Members, Settlement Administration, and Dispute Resolution and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

11.1 The Settling Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all claims and disputes between them with respect to the Data Incident, the Litigation, and the Released Claims, including Unknown Claims. The Settlement Agreement compromises claims, including but not limited to all Released Claims, that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, the Data Incident, and the Released Claims, including Unknown Claims, except as set forth herein.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement Agreement and are incorporated and made a part of the Settlement Agreement.

11.6 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiffs, individually and on behalf of the Settlement Class and all Released Persons, regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each of the Parties shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Parties as to the subjects of the Settlement Agreement.

11.7 Class Counsel, on behalf of the Settlement Class, and Defendant's counsel, on behalf of Defendant, are expressly authorized to take all appropriate actions required or permitted to be taken by the Parties pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

11.8 Each counsel or other Person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

11.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

11.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement 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 Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement 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 Agreement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

11.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Massachusetts, and the rights and obligations of the Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Massachusetts.

11.14 All dollar amounts are in United States dollars (USD).

11.15 If a Class Member opts to receive Settlement Benefits via mailed check, cashing the settlement check is a condition precedent to any Class Member's right to receive Settlement Benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Class Member shall have one hundred and eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of Settlement Benefits, the Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.16 The Settlement Website shall be deactivated ninety (90) days after the Effective Date.

11.17 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Counsel for Plaintiffs and the Proposed Settlement Class	**ZOLL Medical Corporation**
	Signed by:
	1A1780F59E374C5...
Jean S. Martin Aylstock Witkin Kreis & Overholtz PLC	Nonna Akopyan Vice President, General Counsel

SETTLEMENT TIMELINE

Event	Time for Compliance
Defendant provides list of Class Members to the Settlement Administrator	10 days after the Order Granting Preliminary Approval
Notice Date	30 days after the Order Granting Preliminary Approval
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	14 days before the Objection and Opt-Out Deadlines)
Objection Deadline	90 days after the Order Granting Preliminary Approval (60 days after the Notice Date)
Opt-Out Deadline	90 days after the Order Granting Preliminary Approval (60 days after the Notice Date)
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	10 days after the Objection and Opt-Out Deadlines)
Claims Deadline	120 days after the Order Granting Preliminary Approval (90 days after the Notice Date)
Final Approval Hearing	______________, 2026 (no earlier than 100 days the Preliminary Approval Order)
Motion for Final Approval	14 days before the Final Approval Hearing
From Order Granting Final Approval	
Effective Date	+30 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Class Representative Service Awards and Payment of Attorneys' Fees and Expenses	+21 days after the Effective Date)
Payment of Claims to Class Members	+30 days after the Effective Date
Settlement Website Deactivation	+90 days after the Effective Date

– EXHIBIT A –

Your claim must be postmarked by: Notice Date + 90 days

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

Smith v. ZOLL Medical Corporation
Case No. 1:23-cv-10575

Claim Form

This Claim Form should be filled out online or submitted by mail if you want to receive benefits from the Settlement. If you received a Notice and Claim Form by email or mail, Defendant ZOLL's records indicate your Personal Information may have been compromised by a data incident that occurred on Defendant's network around January of 2023 (the "Data Incident").

You may be eligible to receive one or both of the following benefits: (i) a *Pro Rata* Cash Payment; and (ii) reimbursement of documented Out-of-Pocket Monetary Losses reasonably traceable to the Data Incident up to $5,000.00 per person. Class Members whose Social Security numbers were impacted in the Data Incident ("SSN Subclass Members") will receive twice the amount in *Pro Rata* Cash Payments as Class Members whose Social Security numbers were not impacted. To receive payment, you must complete and submit a Claim Form.

Instructions: Complete and submit an online Claim Form at www.HeartDeviceDataSettlement.com or complete this Claim Form in its entirety and mail it to the Settlement Administrator along with any required documentation so it is postmarked or received by [Notice Date + 90 days] at ZOLL Data Settlement, c/o Settlement Administrator, Address 1, Address 2.

I. CLASS MEMBER 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 form.

First Name	Last Name

Street Address

City	State	Zip Code

Phone Number	Email Address

Your claim must be postmarked by:
Notice Date + 90 days

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

Smith v. ZOLL Medical Corporation
Case No. 1:23-cv-10575

Claim Form

II. CASH PAYMENT

You may elect to claim a *Pro Rata* Cash Payment. The Settlement Administrator will make payments from the Net Settlement Fund on a *pro rata* basis to the Class Members who submit a Valid Claim, weighted such that SSN Subclass Members will receive two (2) shares per Valid Claim and Non-SSN Subclass Members will receive one (1) share per Valid Claim. SSN Subclass Members are Settlement Class Members whose Social Security numbers were potentially impacted in the Data Incident, as reflected in the notice of the Data Incident sent to such Class Members by Defendant. Non-SSN Subclass Members are Class Members whose Social Security numbers were not impacted in the Data Incident. The breach notice you received from ZOLL indicates whether you are a SSN Subclass Member or a Non-SSN Subclass Member.

☐ Check this box if you would like to claim the *Pro Rata* Cash Payment.

III. COMPENSATION FOR OUT-OF-POCKET MONETARY LOSSES

If you experienced documented Out-of-Pocket Monetary Losses fairly traceable to the Data Incident you may submit a Valid Claim supported by sufficient documentation for a reimbursement payment of up to five thousand dollars ($5,000). Monetary Losses might include: (a) unreimbursed losses or expenses related to fraud or identity theft, (b) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, (c) costs associated with freezing or unfreezing credit with any credit reporting agency, (d) credit monitoring costs incurred on or after the Data Incident, and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, fuel, and long-distance telephone charges.

☐ Check the box to the left of this statement if you incurred out-of-pocket Monetary Losses incurred as a result of the Data Incident.

Total amount of out-of-pocket Monetary Losses incurred: $ ______________________

All Out-of-Pocket Losses claimed must be attributable to the Data Incident. Describe your out-of-pocket Monetary Losses below, including the date each loss was incurred, the amount, and its relation to the Data Incident.

Date of Loss	Amount of Loss	Explanation of Relation to Data Incident

Your claim must be postmarked by: Notice Date + 90 days

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

Smith v. ZOLL Medical Corporation
Case No. 1:23-cv-10575

Claim Form

Supporting documentation must be provided for reimbursement of Out-of-Pocket Monetary Losses. Enclose (or upload online) reasonable documentary proof of the Out-of-Pocket Monetary Losses you are claiming. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

V. PAYMENT OPTIONS

Please select from **one** of the following payment options:

PayPal - Enter your PayPal email address: ____

Venmo - Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __ __

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: __ __ __-__ __-___ __ __ __ __ or Email Address: ______________________________

Paper Check - Payment will be mailed to the address you provided above.

YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

____ Date: ______________________
Your signature MM DD YYYY

____
Your printed name

Claim Forms must be postmarked for mail or otherwise submitted by Notice Date + 90 Days.

ZOLL Data Settlement
c/o Settlement Administrator
Address 1
Address 2
EMAIL
WEBSITE URL

– EXHIBIT B –

United States District Court, District of Massachusetts
Smith et al. v. ZOLL Medical Corporation
Case No. 1:23-cv-10575

Class Action Notice

Authorized by the District of Massachusetts

Are you a current or former patient or employee of ZOLL Medical Corporation

There is a $3,500,000 settlement of a lawsuit related to an alleged data security incident.

You may be entitled to money.

To be part of this Settlement, you should:

Read this Notice.

Respond by [date].

Important things to know:

- If you take no action and are a Settlement Class Member, you will still be bound by the Settlement, and your rights will be affected. ***Please read this Notice carefully and completely.***
- You can learn more at: [website].

Table of Contents

About This Notice

Why did I get this Notice?

This Notice is to tell you about the settlement of a class action lawsuit, *Smith et al. v. ZOLL Medical Corporation*, which is pending in the United States District Court for the District of Massachusetts. A proposed settlement has been reached in the lawsuit involving ZOLL Medical Corporation (the "Defendant") relating to the alleged unauthorized access to Defendant's internal computer network, which may have included Personal Information (the "Data Incident"). **You received this Notice because you may be a member of the group of people who received notice of the Data Incident, called the "Settlement Class."** This Notice gives you a summary of the terms of the proposed settlement agreement, explains what rights Settlement Class Members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this Notice to understand the Settlement and to determine if you are a class member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.HeartDeviceDataSettlement.com.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This is the only option that potentially allows you to ever be part of any other lawsuit against Defendant or any other Released Persons about the legal claims related to the Data Incident and issues raised in this Litigation, subject to any defenses Defendant may have to such claims, including the statutes of limitations. You can hire your own legal counsel at your own expense.	**______, 2026**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also object to Class Counsel's attorneys' fees and expense request, and ask the Court for permission to speak about your objection at the Final Fairness Hearing.	**______, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendant or the Released Persons related to the legal claims resolved by this Settlement.	No Deadline

The Court in charge of this case still has to decide whether to approve the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Your deadline to submit a Claim Form: **[date]**
Settlement approval hearing: **[date]**

Basic Information

What is this lawsuit about?

This lawsuit concerns the alleged unauthorized access to Defendant's internal computer network, which may have included Personal Information. Defendant denies all claims alleged against it and deny all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.

What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "class" or "class members." One court resolves the lawsuit for all class members, except for those who opt out of the Settlement.

Why is there a Settlement?

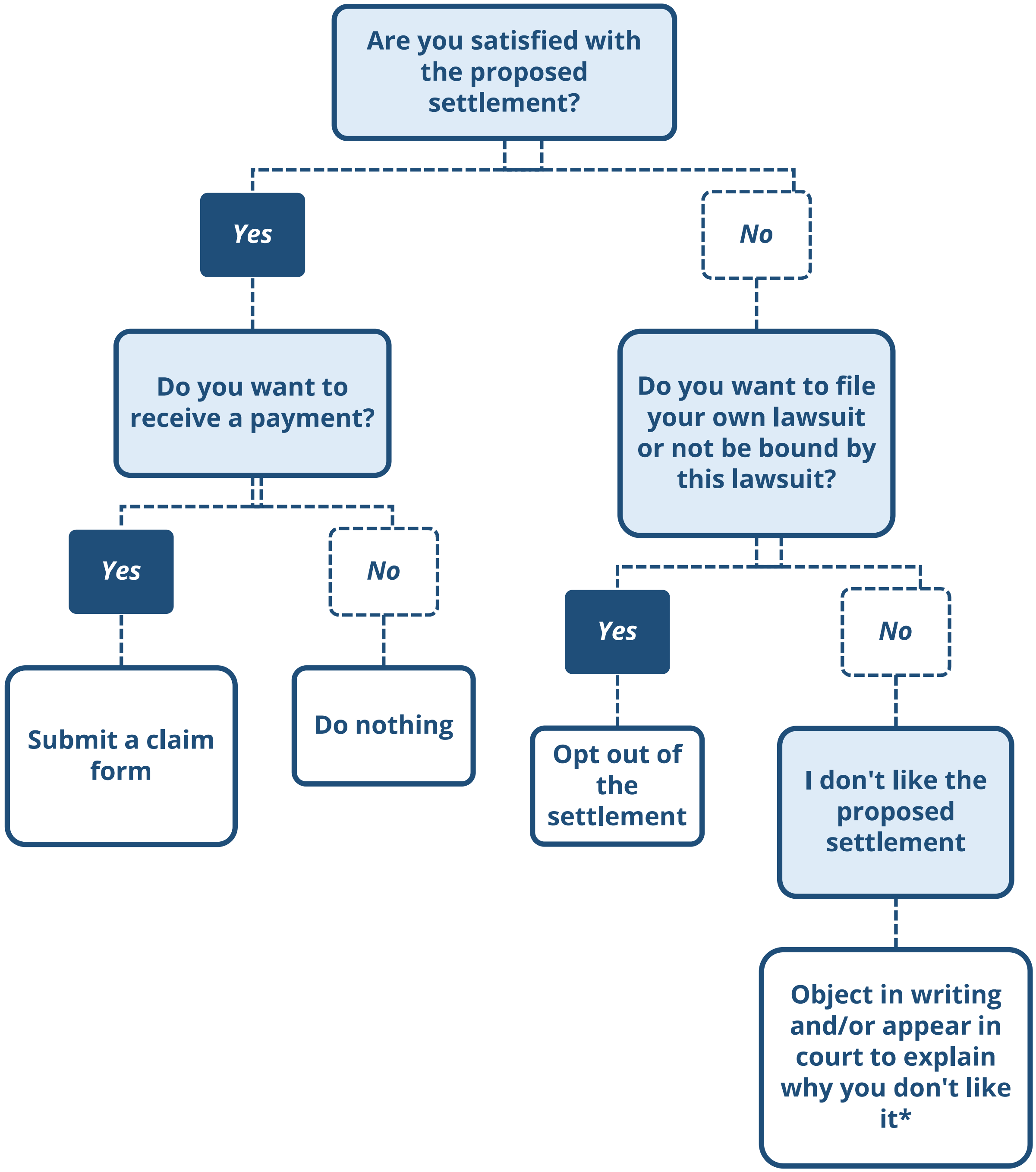
The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs and Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	**Opt Out**	**Object**	**Do Nothing**
Can I receive Settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the Settlement AND submit a Claim Form to receive payment, but you must submit a Claim Form to receive payment.*

Who is in the Settlement?

Who is included in the Settlement?

The Settlement Class is defined as: All living persons who reside in the United States and to whom Defendant issued notice of the Data Incident that certain Personal Information was impacted in the Data Incident.

Are there exceptions to being included?

Yes. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this Settlement.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator by mail, email, or by calling toll-free.

ZOLL Data Settlement
c/o Settlement Administrator
[ADDRESS]
info@HeartDeviceDataSettlement.com
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at www.HeartDeviceDataSettlement.com.

The Settlement Benefits

What does the Settlement provide?

The Settlement provides for the creation of a $3,500,000.00 Settlement Fund to pay for: (i) Valid *Pro Rata* Cash Claims; (ii) Valid Out-of-Pocket Loss Claims; (iii) tax and tax-related expenses; (iv) attorneys' fees; (v) Class Counsel's litigation expenses; (vi) costs of Settlement Administration; and (vii) Service Awards to Class Representatives. The

Settlement benefits are summarized below. Visit WEBSITE for a full description of these benefits.

Settlement Class Members may submit claims for compensation for Out-of-Pocket Losses, and either a *pro rata* payment for Settlement Class Members whose Social Security number were not impacted in the Data Incident ("non-SSN Subclass Members") or a two-times *pro rata* payment for Settlement Class Members whose Social Security numbers were potentially impacted in the Data Incident, as reflected in the notice of the Data Incident sent to such class members by Defendant ("SSN Subclass Members").

Compensation for Out-of-Pocket Losses. Settlement Class Members can claim up to a total of $5,000 per person for Out-of-Pocket Losses incurred as a result of the Data Incident, including, without limitation: (i) costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud or other misuse of a Settlement Class Member's Personal Information (ii) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (iii) miscellaneous expenses such as notary, postage, copying, mileage, and other charges; and (iv) charges for credit monitoring or other mitigative expenditures incurred as a result of the Data Incident.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation and an attestation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. The attestation must state that the monetary losses are fairly traceable to the Incident and were not incurred due to some other event or reason.

***Pro Rata* Cash Claim Payment.** All Settlement Class Members are eligible to make a claim for a cash payment from the Net Settlement Fund. The Settlement Fund will first be used to pay taxes and tax-related expenses, then Costs of Settlement Administration, then Service Awards to the Class Representatives, then Class Counsel's attorneys' fees and expenses as may be awarded by the Court, then Valid Out-of-Pocket Loss Claims. The remainder will be known as the

Net Settlement Fund. The Settlement Administrator will make payments from the Net Settlement Fund on a *pro rata* basis to the Class Members who submit a Valid Claim for a *Pro Rata* Cash Claim, weighted such that SSN Subclass Members will receive two (2) shares per Valid Claim and Non-SSN Subclass Members will receive one (1) share per Valid Claim.

SSN Subclass Members are Settlement Class Members whose Social Security numbers were potentially impacted in the Data Incident, as reflected in the notice of the Data Incident sent to such Class Members by Defendant. Non-SSN Subclass Members are Class Members whose Social Security numbers were not impacted in the Data Incident. The Settlement Administrator will confirm whether Class Members are SSN Subclass Members or Non-SSN Subclass Members before distribution of *pro rata* shares.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Persons about any of the legal claims this Settlement resolves. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at www.HeartDeviceDataSettlement.com.

Submitting a Claim Form for Settlement Benefits

How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.HeartDeviceDataSettlement.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at:

ZOLL Data Settlement
Attn: Claims
[ADDRESS]

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing info@HeartDeviceDataSettlement.com, or by writing to the address above.

What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline].

When will the Settlement benefits be issued?

The Court will hold a Final Fairness Hearing on __________, 2026. 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 if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

Do I have a lawyer in the case?

Yes, the Court appointed Jean S. Martin of Aylstock Witkin Kreis & Overholtz PLC to represent you and other Settlement Class Members as Class Counsel.

Jean S. Martin
Aylstock Witkin Kreis & Overholtz PLC
17 E. Main Street, Suite 200
Pensacola, FL 32502
Telephone: 850-202-1010
jmartin@awkolaw.com

Should I get my own lawyer?

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

How will Class Counsel be paid?

Class Counsel will file an application for an award of attorneys' fees to be paid from the Settlement Fund of up to one-third of the Settlement Fund. Class Counsel will also seek an award for payment of reasonable litigation expenses, in addition to any attorneys' fee award.

Class Counsel's application for an award of attorneys' fees will be available at www.HeartDeviceDataSettlement.com after it is filed with the Court.

Excluding Yourself from the Settlement

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, if any, to separately sue Defendant about the legal issues in this case (subject to any defenses Defendant may have to such a suit, including the statutes of limitations), there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is [Opt-Out Deadline].

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

(i) Settlement Class Member's full name;
(ii) personal signature; and
(iii) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt out of the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out Deadline]**.

ZOLL Data Settlement
ATTN: Exclusion Request
[ADDRESS]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself—not any other person. **Any Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.**

Commenting on or Objecting to the Settlement

How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and you do not like the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the Settlement, it must include or substantially comply with the following: (a) the objector's full name and address; (b) the case name and docket number, *Smith v.*

ZOLL Medical Corporation, Case No. 1:23-CV-10575, pending in the United States District Court of Massachusetts, Eastern Division; (c) information identifying the objector as a 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 Class Member); (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (g) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

To be timely, an objection must be mailed to Jean S. Martin of Aylstock Witkin Kreis Overholtz PLC as Class Counsel; and Gilbert S. Keteltas of Baker & Hostetler LLP as Counsel for Defendant, so it is postmarked no later than [**OBJECTION DATE**]. Objections may also be filed with the Court through the Court's ECF system or by submitting them to the Clerk of Court, with service on Class Counsel and Defendant's Counsel made through the ECF system.

What is the difference between objecting and excluding?

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 is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Fairness Hearing

When is the Court's Final Fairness Hearing?

The Court will hold a Final Fairness Hearing on **[DATE] at [TIME]**, in

Courtroom XXX of the [Court Address].

At the Final Fairness Hearing, the Court will consider whether to approve the Settlement, Class Counsel's application for attorneys' fees and expenses, and Plaintiffs' application for Service Awards. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined in **Question 17**, above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (***See* Question 17**).

The date and time of this hearing may change without further notice. Please check www.HeartDeviceDataSettlement.com for updates.

Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Fairness Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights described in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendant and the Released Persons about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive any benefits from this Settlement.

Getting More Information

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.HeartDeviceDataSettlement.com.

If you have additional questions, you may contact the Settlement Administrator by mail, email, or by calling toll-free.

ZOLL Data Settlement
[ADDRESS]
info@ HeartDeviceDataSettlement.com
1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING QUESTIONS ABOUT THIS SETTLEMENT.

– EXHIBIT C –

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ROBERT SMITH, on behalf of himself and others similarly situated, Plaintiff, v. ZOLL MEDICAL CORPORATION, Defendant.	Case No. 1:23-cv-10575-IT

[PROPOSED] ORDER DIRECTING CLASS NOTICE AND GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter is before the Court on Plaintiffs' Unopposed Motion to Direct Class Notice and Grant Preliminary Approval of the Class Action Settlement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement that settles the above-captioned litigation. Having considered the motion, the Settlement Agreement together with all exhibits and attachments thereto, the record, and the briefs and oral argument in this matter, **IT IS HEREBY ORDERED** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declaration of

counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted with arms-length negotiation between Class Counsel and Defendants' Counsel. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined as follows:

> All living persons who reside in the United States and to whom Defendant issued notice of the Data Incident that certain Personal Information was impacted in the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

The Court also preliminarily certifies two subclasses:

(1) The SSN Subclass, which includes all Settlement Class Members whose Social Security Numbers were impacted in the Data Incident, as reflected in the Notice of Data Incident sent to such Class Members by Defendant and as identified in a list to be provided to the Settlement Administrator by Defendant. Plaintiffs Patricia McMahon and Evan Weese are the proposed Class Representatives for the SSN Subclass.

(2) The Non-SSN Subclass, which includes all Settlement Class Members whose Social Security Numbers were not impacted in the Data Incident. Plaintiffs John Priddy, Randy McGilberry, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, Daivid Pacholczak, and Timothy Jemison are the proposed Class Representatives for the Non-SSN Subclass.

6. The Court preliminarily finds that for purposes of settlement, the Settlement Class and the subclasses satisfy the requirements of Federal Rule of Civil Procedure 23(a): the

Settlement Class is numerous; there are questions of law or fact common to the Settlement Class; the Settlement Class Representatives' claims are typical of those of Settlement Class Members; and the Settlement Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that for purposes of settlement, the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3): the questions of law or fact common to the Settlement Class predominate over individual questions, class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy, and Defendant has acted or refused to act on grounds that apply generally to the Settlement Class.

8. The Court finds that it will likely be able to finally approve the proposed settlement of this class action on the terms set forth in the Settlement Agreement as fair, reasonable, and adequate under Rule 23(e)(2) and to certify the Class for purposes of judgment, subject to further consideration at the Fairness Hearing.

9. The Court hereby appoints John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese as Settlement Class Representatives.

10. The Court hereby appoints Jean S. Martin of Aylstock Witkin Kreis & Overholtz PLC as Class Counsel.

NOTICE & ADMINISTRATION

11. The Court appoints EisnerAmper as the Settlement Administrator to fulfill the duties of notice and administration as set forth in the Settlement Agreement**.**

12. The Court finds that the Notices and Notice Plan set forth in the Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and

provide the best notice practicable under the circumstances. The Notices and notice plan are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class and subclasses, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the Notice and notice plan and directs the parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order. The parties may mutually agree and make non-substantive revisions to the Notice forms without further Court approval.

13. Under the terms of the Settlement Agreement, the Settlement Administrator shall disseminate the notice and implement the notice plan 30 days after the entry of this Order.

EXCLUSIONS AND OBJECTIONS

14. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Settlement Administrator in writing, postmarked no later than 60 days after the Notice Deadline. To be valid, each request for exclusion must be made in writing, set forth the name of the individual, and request exclusion for that individual.

15. All Settlement Class Members who do not exclude themselves shall be considered a Settlement Class Member and will bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. No person shall purport to exercise any exclusion rights for any other person, or purport to exclude any other Settlement Class Member as a group, aggregate or class involving more than one Settlement Class Member, or as an agent or representative. Any such purported

exclusion shall be void and the person that is the subject of the purported opt-out shall be treated as a Settlement Class Member and be bound by the Settlement.

17. Settlement Class Members who wish to object to the Settlement may do so by submitting a written objection to Class Counsel and Counsel for Defendant in accordance with the procedures outlined in the Notice no later than 60 days after the Notice Deadline. The objector may also file objections with the Court through the Court's ECF system or by mailing them to the Clerk of Court, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210; or by filing them in person at any location of the United States District Court for the District of Massachusetts.

18. Any Settlement Class Member who does not timely file a written objection in accordance with these procedures and the procedures detailed in the Notice and Settlement Agreement, shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Approval Order and Judgment by appeal or other means.

FINAL APPROVAL HEARING

19. The Court will hold a Final Approval Hearing on __________________ at _______________ in the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210.

20. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees, costs, and expenses should be granted; and (e) the Service Award sought for Settlement Class Representatives should be awarded.

21. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

DEADLINES, INJUNCTIONS, AND TERMINATION

22. All proceedings, deadlines, and discovery in this matter, except those necessary to implement this Order and the Settlement, are hereby stayed and suspended until further order of the Court.

23. No discovery with regard to the Settlement shall be permitted as to any of the settling parties, except limited discovery taken by Class Counsel and/or Defendants on any objector consistent with the Federal Rules of Civil Procedure.

24. Pending final approval of the Settlement, Plaintiffs and Settlement Class Members, and all persons purporting to act on their behalf, are hereby enjoined from commencing, pursuing or prosecuting (either directly, representatively, or in any other capacity) litigation against Defendant and any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

25. If the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in any Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence for any purpose in any Action or other proceeding other than as may be necessary to enforce the terms of

the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any party regarding the validity of any Released Claim or the propriety of certifying any class against Defendants, or (iii) be deemed an admission or concession by any- party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

26. The dates of performance contained herein may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class.

SUMMARY OF DEADLINES

27. The preliminarily approved Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Event	**Time for Compliance**
Defendant provides list of Class Members to the Settlement Administrator	10 days after the Order Granting Preliminary Approval
Notice Date	30 days after the Order Granting Preliminary Approval
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	14 days before the Objection and Opt-Out Deadlines
Objection Deadline	90 days after the Order Granting Preliminary Approval (60 days after the Notice Date)
Opt-Out Deadline	90 days after the Order Granting Preliminary Approval (60 days after the Notice Date)
Settlement Administrator Provides List of Objections/Exclusions to the Parties' counsel	10 days after the Objection and Opt-Out Deadlines
Claims Deadline	120 days after the Order Granting Preliminary Approval (90 days after the Notice Date)
Final Approval Hearing	_______________, 2026 (no earlier than 100 days the Preliminary Approval Order)

Motion for Final Approval	14 days before the Final Approval Hearing
From Order Granting Final Approval	
Effective Date	+30 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Class Representative Service Awards and Payment of Attorneys' Fees and Expenses	+21 days after the Effective Date
Payment of Claims to Class Members	+30 days after the Effective Date
Settlement Website Deactivation	+90 days after the Effective Date

IT IS SO ORDERED.

Dated:___________________, 2026

____
The Honorable Indira Talwani
U.S. District Judge

– EXHIBIT D –

United States District Court, District of Massachusetts
Smith et al. v. ZOLL Medical Corporation, Case No. 1:23-cv-10575

Class Action Settlement Notice

Authorized by the United States District Court
District of Massachusetts

Example QR Code. Replace this with case specific QR Code.

Your information may have been exposed in a data security incident experienced by ZOLL Medical Corporation

There is a $3,500,000.00 cash settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you can respond by [date].

You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue ZOLL Medical Corporation or any of the Released Persons about the same issues.

- If you have questions or need assistance, please call [phone number].
- You can learn more at [website] or by scanning the QR code.

ZOLL Data Settlement
c/o Settlement Administrator
[ADDRESS]

Court-Approved Legal Notice

This is an important notice about a class action lawsuit.

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

CLAIM FORM

Claims must be postmarked no later than _________, 2026 or submitted online no later than _________, 2026.

FIRST NAME: ___________________________ LAST NAME: ___________________________

ADDRESS: ________________________________ CITY: _______________ STATE: ______ ZIP CODE: ________

Monetary Compensation: If you want to submit a claim for an Out-of-Pocket Loss Payment, visit **www.website.com** to submit your Claim Form and supporting documentation online or download a Claim Form to complete and return by mail.

You can also to receive a *Pro Rata* Cash Claim Payment.

***Pro Rata* Cash Claim Payment**: Do you want a *Pro Rata* Cash Claim payment? YES NO. Our records indicate that you [are][not] a SSN Subclass Member because your Social Security number was [not] impacted in the Data Incident. The Pro Rata Cash Claim Payment is estimated at $XX for SSN Subclass Members and $XX for Non-SSN Subclass Members. This value may be increased or decreased after payments for Valid Claims, settlement administrative costs, Service Awards, and attorneys' fees and expenses are deducted from the Settlement Fund.

Select one of the following payment methods: PayPal Venmo Zelle Check. Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account: ________________________________.

I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form is true.

Signature: _____________________ Date (mm/dd/yyyy): ___/____/______ Print Name: _________________

____
____
____

ZOLL Data Settlement
Attn: Claim Forms
[ADDRESS]

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

ROBERT SMITH, on behalf of himself and others similarly situated, Plaintiff, v. ZOLL MEDICAL CORPORATION, Defendant.	Case No. 1:23-cv-10575-IT

DECLARATION OF JEAN S. MARTIN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR <u>PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT</u>

I, Jean S. Martin, hereby state the following is true and accurate based on my personal knowledge:

1. I am an attorney duly licensed to practice law in the State of North Carolina and a partner of Aylstock, Witkin, Kreis & Overholtz's Class Action Group. I am one of the Counsel representing Plaintiffs and the putative Class in this Case.

2. I have monitored my firm's participation in this matter from filing of the complaint in 2023 through the present. The contents of this Declaration are based upon my own personal knowledge, my experience in handling numerous class action cases, and the development of this Action.

3. The majority of my practice for the last 20 years has concentrated on complex litigation, including consumer class actions, mass tort actions, and data breach litigation. Recently,

I have served by appointment as a member of the Executive Committee for *In re AT&T Inc*, *Customer Data Security Breach Litigation*, 24-cv-00757 (N.D. Tx.) ($177 million settlement for two classes of consumers involved in two separate data breaches) and co-lead counsel in *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.) (final approval granted for $68 million settlement for 15 million class members and *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.).

4. Based on my experience, Zoll was also represented by counsel that is highly experienced in this type of litigation. It is thus my considered opinion that counsel for each side has fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe that the proposed Settlement Agreement fairly resolves their respective differences.

5. A full history of the facts and circumstances that led to this Action is fully laid out in Plaintiffs' Motion for Preliminary Approval and supporting exhibits.

6. Throughout the entirety of this Action, I, along with other Counsel for Named Plaintiffs, have spent significant time and effort prosecuting this case.

7. Prior to filing, Plaintiffs' Counsel spent many hours investigating the claims that potential plaintiffs could pursue against Zoll, including interviewing Named Plaintiffs to gather and evaluate information about Zoll's alleged conduct and its impact on proposed Settlement Class Members. This information was essential to our ability to understand Zoll's conduct, the merits of Plaintiff's claims, Plaintiff's potential remedies, and Zoll's potential defenses.

8. We also expended significant resources researching and developing the legal claims here. While Plaintiffs' Counsel are familiar with these kinds of claims based on their extensive history litigating and resolving other data breach claims, no two cases are the same, and Plaintiffs' Counsel still had to devote the time and resources necessary to assessing the damages

at issue and determining and obtaining the information needed for meaningful settlement negotiations.

9. After the Court's order denying in part Zoll's Motion to Dismiss Plaintiffs' Amended Complaint, Plaintiffs' Counsel and counsel for Zoll began discussing a path to resolving the claims at issue.

10. Pursuant to these discussions, Plaintiffs' Counsel requested and obtained discovery related to, among other things, the number of individuals impacted by the Data Incident, as well as the type of information that was potentially compromised. During these discussions ZOLL also provided information about the nature of the medical device in use and the shrinking class size due to growing number of deaths in the patient population.

11. After obtaining this discovery, Plaintiffs' Counsel and counsel for Zoll attended an in-person mediation session with Mike Ungar of UB Greensfelder on November 18, 2025.

12. While the Parties were unable to reach an agreement during the in-person mediation, both sides continued negotiating over the months that followed, and on February 3, 2026, the Parties were able to reach a settlement in principle. Following this agreement, the Parties continued negotiating certain details of the settlement, ultimately resulting in the agreement to settle on the terms memorialized in the Settlement Agreement.

13. At all times, the Parties' negotiations were hard-fought and conducted at arm's length.

14. Except for acknowledging that any reasonable attorneys' fees, costs, expenses, or Service Awards approved by the Court would be paid from the Common Fund, the Parties did not discuss the payment of attorneys' fees, costs and expenses, or Service Awards until after all of the substantive terms of the Settlement were agreed upon.

15. Based on my investigation into this case and my experience with and knowledge of the law and procedure governing the claims at issue, it is my belief that the Proposed Settlement represents a just and favorable outcome for the Proposed Classes given the expense, risks, inconvenience, and uncertainty of continued litigation, including the time and costs associated with additional motion practice, trial, and any eventual appeal(s). Further, the Settlement recognizes the types of data that were potentially compromised and the continuing shrinking of the class size.

16. The Proposed Settlement secures meaningful relief for Class Members, including a monetary recovery for each and every Class Member who submits a claim.

17. The Settlement is designed to minimize the burden of submitting a claim, including by allowing claim forms to be submitted through physical mail or online submission. And the Settlement employs a weighted allocation of the Net Settlement Fund to ensure that Class Members are treated equitably, by allowing members of the SSN Subclass to receive a greater share to account for the relatively greater level of harm they suffered.

18. Throughout the history of this litigation, Plaintiffs' Counsel has been fully and unequivocally committed to this Action and the time-consuming task of prosecuting this litigation to conclusion, including to and through trial if necessary. And throughout the litigation, Plaintiffs' Counsel was challenged by the highly experienced and skilled counsel for Zoll, who stood ready to deploy substantial resources to defend against Plaintiffs' Claims.

19. The negotiated Settlement provides an exceedingly fair and reasonable recovery for Settlement Class Members without the further risk attendant to litigation. In reaching this conclusion, Plaintiffs' Counsel considered the benefits delivered by the Settlement in comparison

to the relief obtained in similar data breach settlements across the country and found the relief obtained here in line with those settlements.

20. Named Plaintiffs have stayed informed about this Action, reviewed and approved the settlement demand and final settlement amount and Settlement Agreement, and spent substantial time and effort protecting the proposed Class's interests. Moreover, Named Plaintiffs have no conflicts with the respective subclasses they seek to represent.

21. Class Counsel will request service awards of $1,500 for each of the Named Plaintiffs.

22. Based on my investigation into this case and experience with and knowledge of the law and procedure governing the claims of Plaintiffs and the Settlement Class, it is my belief that this is a fair, reasonable, and adequate, and that Settlement is in the best interests of the Class Members.

23. To select a Settlement Administrator, I solicited bids from four settlement administration firms, while counsel for Zoll solicited bids from three settlement administration firms.

24. After reviewing these bids, I selected EisnerAmper based upon their pricing and the level of service they delivered in comparable class action settlements.

I declare under penalty of perjury that the foregoing is true of my own personal knowledge. Executed in Winston-Salem, North Carolina, this 23rd day of April, 2026.

/s/ *Jean Martin*
Jean S. Martin (N.C. Bar No. 25703)
AYLSTOCK, WITKIN, KREIS & OVERHOLTZ PLC

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ROBERT SMITH, on behalf of himself and all others similarly situated, Plaintiff, v. ZOLL MEDICAL CORPORATION, Defendant.	Case No. 1:23-cv-10575-IT

DECLARATION OF RYAN ALDRIDGE REGARDING NOTICE PLAN

I, Ryan Aldridge, hereby declare and state as follows:

1. I am a Parter at the proposed Settlement Administrator, Eisner Advisory Group, LLC ("EisnerAmper"), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. We were asked by Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the "Action").[1] The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs. The courts have consistently acknowledged both the credibility of our team and the effectiveness

[1] All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

of our class action notice plans. Attached hereto is a curriculum vitae as **Exhibit A.**

OVERVIEW

3. Based on our review of the Settlement Agreement, the proposed Settlement Class consists of:

> All living persons who reside in the United States and to whom Defendant issued notice of the Data Incident that certain Personal Information was impacted in the Data Incident.

4. Excluded from the Settlement Class are (1) Defendant and its officers and directors; (2) all Persons who timely and validly request exclusion from the Settlement Class; (3) the Judge assigned to evaluate the fairness of this settlement.

5. The objective of this Notice Plan is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Plan satisfies due process

PROPOSED NOTICE PLAN

6. Defendant represents that the estimated total size of the Settlement Class is approximately 850,000 individuals, of which approximately 200,000 are part of the SSN Subclass. Upon preliminary approval of the Settlement Agreement, Defendant will provide the Settlement Administrator with the name, physical address, and email address, where available, of each Settlement Class Member ("Settlement Class List") that Defendant possesses. Defendant will also work with EAG to flag those on the Settlement Class List for whom Defendant had returned mail when making its initial breach notification.

7. After receiving the data, EAG will review and deduplicate the Settlement Class List.

Direct Email Notice

8. The Summary Notice (attached to the Settlement Agreement as Exhibit D) will be formatted for dissemination via email ("Email Notice") to any Settlement Class Member for whom a facially valid email address is available in the Settlement Class List. The Email Notice will be created using embedded HTML text to ensure a user-friendly, easily readable layout. The design avoids tables, graphs, or other elements that could increase the likelihood of the email being flagged as spam or blocked by Internet Service Providers ("ISP" or "ISPs"). Additionally, EAG is committed to adhering to email industry best practices, incorporating essential elements such as "unsubscribe" links and Administrator contact information, and

maintaining multiple IP addresses with strong sender reputations.[2]

9. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails will undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. EAG will monitor and report all email delivery attempts. For instances where an email is returned as undeliverable, commonly known as a "bounce," the specific reason for the bounce will be documented. If an email address is determined to be non-existent upon attempted transmittal, this would be categorized as a "hard bounce," and no further delivery attempts would be made to that address. Instances where the inbox is full, there is initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as "soft bounces." To limit the number of undelivered emails as a result of soft bounces, EAG will make additional email attempts to addresses experiencing a soft bounce. If an email remains undeliverable after subsequent attempts, it will be deemed undeliverable, and no additional email delivery attempts would be pursued for that particular email address.

Direct Mail Notice

10. The Summary Notice (attached to the Settlement Agreement as Exhibit D), will be formatted in the form of a postcard ("Postcard Notice"), and provide written notice via United States Postal Service ("USPS") First Class Mail to any Class Member for whom a mailing address exists but not an email address, or whose email was returned as undeliverable. The Postcard Notice includes (a) a "tear-off" Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by USPS to ensure the

[2] ISPs assign scores, or sender reputation, to domains and IP addresses which tell email inbox providers if the email should be delivered to the recipient's inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g., open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

accuracy and currency of Class Member address information for proper formatting and mail delivery.[3] Additionally, the addresses will be validated through the Coding Accuracy Support System ("CASS") to uphold zip code precision, while Delivery Point Validation ("DPV") will be employed to verify address accuracy. In the event that NCOA provides a more current mailing address for a Settlement Class Member, we will update the address accordingly. In instances where a Postcard Notice is returned with forwarding address information, we will re-send to the newly provided address. For any Postcard Notices that are returned as undeliverable, we will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, we will re-mail the notice to the address identified through the skip-tracing process.

Settlement Website

11. EisnerAmper will create and maintain a website dedicated to this Settlement (www.HeartDeviceDataSettlement.com). The Settlement Website address will be prominently included in Summary and Long Form Notices (collectively, the "Notices"). The Notices, along with other relevant documents such as the Settlement Agreement, the Preliminary Approval Order, and other relevant case documents, including the claim form, will be posted on the Settlement Website for Settlement Class Members to review and download. The Settlement Website will also provide the ability to file claims electronically, and will include relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information. The application for Attorneys' fees and final notice of judgment will be posted to the website once available.

Dedicated Toll-Free Hotline

12. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response ("IVR") system where Settlement Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked

[3] The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months.

questions. Settlement Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

Requests for Exclusion

13. Settlement Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS[4]

14. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

15. Our data encryption protection encompasses email encryption for confidential transmissions as well as laptop hard drive encryption. Data is protected in transit using TLS 1.3, and sensitive data at rest is secured through advanced methods like column-level encryption and symmetric key encryption. Column-level encryption ensures specific database columns are encrypted, keeping data unreadable without proper decryption keys. Symmetric key encryption uses a single key for both encryption and decryption, ensuring that only authorized parties with the correct key can access sensitive information, such as personally identifiable information (PII) Complex password requirements and two-factor authentication further bolsters access to our proprietary claims management database and other system-related services. Employee security protocols are enforced through annual security awareness training, specializing in the handling of protected information such as PII and identifying the mechanisms of phishing and social engineering, among others.

16. In addition to these measures, we maintain comprehensive insurance coverage, including

[4] EAG continuously evaluates its information security processes and protocols. Specific details related to data hosting and security are subject to change in order to meet evolving standards, best practices, and individual needs for each matter.

network security insurance, providing protection in the event of any breach. Furthermore, consumer data is strictly confined to the agreed-upon purpose. These policies underscore our commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement administration field.

CONCLUSION

17. The proposed Notice Plan encompasses individualized direct notice written in accordance with plain language guidance – to all members of the Class who can be identified through reasonable efforts. This Notice Plan will provide the best notice that is practicable under the circumstances.

18. It is my opinion, based on my experience, as well as the expertise of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its "desire to actually inform" requirement.[5]

CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Massachusetts that the foregoing is true and correct. Executed on this 22nd day of April, 2026, in Baton Rouge, Louisiana.

Ryan Aldridge

Ryan Aldridge

[5] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950)

Exhibit A

Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than $14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

> EisnerAmper professionals have processed more than $14 billion dollars in settlement claims.

Sample Case Experience*

Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.

Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.

Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)[4]
- In re: Interior Molded Doors Antitrust Litigation (Indirect)

Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[1]
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[1]
- In re: Paraquat Products Liability Litigation (MDL 3004)[1]
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)[2]
- Essure Product Liability Settlement[3]
- Porter Ranch (JCCP 4861)

Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.

Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit

Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*
[1]Services provided in cooperation with the Court-Appointed Special Master
[2]Appointed As Common Benefit Trustee
[3]Inventory Settlement

EISNERAMPER

Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Lavoie-Soria v. Orthopedics Rhode Island, Inc.,*** Case No. KC-2024-1172 (RI Sup. Ct.), Judge Richard D. Raspallo ruled on February 26, 2026:

  > *On January 28, 2026, the matter came before the Court. Justice Raspallo held a Final Approval Hearing to determine, inter alia: (a) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (b) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of Service Awards to the Settlement Class Representatives. The Court is also satisfied that settlement is fair, reasonable, and adequate.*

- ***Joshua, et al. v. County of Contra Costa,*** Case No. C23-01684 (CA Sup. Ct., Contra Costa Cty.), Judge Edward G. Weil ruled on February 20, 2026:

  > *The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. That the Notice was the best notice practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement, and fully satisfied the requirements of California Rules of Court, rules 3.766 and 3.769(f), and Due Process. The Court also finds that all Settlement Class Members were given a full and fair opportunity to request oral argument and participate in the Final Approval Hearing, all Settlement Class Members wishing to be heard have been heard, and all Settlement Class Members have had a full and fair opportunity to exclude themselves from the Settlement Class.*

- ***Kidwell v. Hypertension-Nephrology Associates,*** Case No. 2024-15211 (PA Ct. Of Common Pleas, Montgomery Cty.), Judge Jeffrey S. Saltz ruled on February 18, 2026:

  The Notice Plan was timely and properly effectuated, and in all respects (i) satisfied the requirements of Pa. R. Civ. P. 1712 and due process; (ii) was the best practicable notice under the circumstances; (iii) reasonably apprised Settlement Class Members of the pendency of the action, the Settlement, and their rights including the right (and deadlines) to object to the proposed Settlement, exclude themselves from the Settlement, and submit a claim under the Settlement; (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice, (v) adequately informed Settlement Class Members of their rights in the Action, and (vi) provided Class Members with reasonable and adequate time to object to the settlement, opt-out of the settlement, and file claims under the Settlement.

- ***JeanPaul Magallanes v. Discovery Practice Management,*** Case No. 30-2021-01213556 (CA Sup. Ct., Orange Cty.), Judge Layne H. Melzer ruled on February 17, 2026:

  The Court is satisfied that EAG Gulf Coast, LLC which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 5,668 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. There are no Class Members who request for exclusion. No Class Member filed written objection to the Settlement as part of this notice process, and no Class Members filed a written statement of intention to appear at the Final Approval Hearing.

- ***Bell v. C.R. Pharmacy Services, Inc.,*** Case No. CVCV1004303 (IA Dist. Ct., Linn Cty.), Judge Lars G. Anderson ruled on January 23, 2026:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, applicable law, and the Due Process Clauses of the Iowa and U.S. Constitutions.

- ***Kersey v. Therapeutic Health Services,*** Case No. 24-2-17679-9-SEA (WA Sup. Ct., King Cty.), Judge Jason Holloway ruled on January 23, 2026:

  The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- ***Lewis v. Seattle Housing Authority,*** Case No. 24-2-16171-6-SEA (WA Sup. Ct., King Cty), Judge Sean P. O'Donnell ruled on December 5, 2025:

  The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- ***Bottoms v. Block, Inc.,*** Case No. 2:23-cv-01969-JHC (W.D. WA), Judge John H. Chun ruled on December 2, 2025:

  Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order. Notice was given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all Settlement Class Members who could be identified through reasonable effort, and a supplemental internet notice program designed to reach those Settlement Class Members who could not be identified; and satisfies Rule 23(e) and due process.

- ***Sewall v. Home Partners Holdings, LLC,*** Case No. 1:25-cv-07849 (N.D. IL), Judge Sunil R. Harjani ruled on December 1, 2025:

  The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

- ***Sornberger, et al. v. Sciplay Corp., et al.,*** Case No. 33-cv-2025-900003.00 (AL Circuit Ct., Franklin Cty.), Judge Brian P. Hamilton ruled on November 26, 2025:

  The Class Notice provided for in the Preliminary Approval Order and given by or at the direction of the Settlement Administrator to the Class was the best practicable notice under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing. The Class Notice and the means of disseminating the same, as prescribed by the Agreement and directed in the Preliminary Approval Order, was appropriate and reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice. The Class Notice and the means of disseminating the same satisfied all applicable requirements of the Alabama Rules of Civil Procedure, federal and state constitutional due process, and any other applicable law.

- ***Stone v. Accellion USA LLC,*** Case No. 21-2-01439-5-SEA (WA Sup. Ct., King Cty.), Judge Josephine Wiggs ruled on October 28, 2025:

  The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- ***H.K. v. Google, LLC,*** Case No. 2020LL00017 (IL Cir. Ct.), Judge Heidi A. Benson ruled on October 17, 2025:

  Pursuant to this Court's Order granting preliminary approval of the Settlement, Eisner Amper (formerly Postlethwaite & Netterville, APAC) served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

  The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Flacco v. Community Care Alliance,*** Case No. PC-2024-05237 (RI Sup. Ct), Judge Joseph McBurney ruled on October 14, 2025:

  The Court's Preliminary Approval Order approved the Postcard Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Rule 23 of the Rhode Island Superior Court Rules of Civil Procedure and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

  The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Rule 23 and due process.

- ***B.K., et al. v. Eisenhower Medical Center,*** Case No. 5:23-cv-02092-JGB (C.D. CA), Judge Jesus G. Bernal ruled on October 10, 2025:

  > *As discussed above, the Court-approved Class Notice was disseminated to Class Members beginning on July 3, 2025. Class Notice consisted of E-mail Notice to Settlement Class Members with known email addresses and Postcard Notice for all other Settlement Class Members. (Final Approval Motion at 5-6; Aldridge Decl. ¶¶ 9-10.) The Settlement Administrator sent Class Notices to 163,761 Class Members. (Aldridge Decl. ¶ 17.) Additionally, the Settlement Administrator sent a reminder Email Notice to all Class Members with a deliverable email address who had not submitted a claim by September 18, 2025. (Id. ¶ 18.) The reminder Email Notice was sent to 145,225 email addresses on September 18, 2025. (Id.) As of the filing of the Final Approval Motion, the Settlement Administrator received eight opt-outs, and zero objections—this results in 11,754 participating Class Members. (Id. ¶¶ 19-21.)*
  >
  > *Based on the Final Approval Motion and its supporting documents, the Court finds that the Class Notice and notice procedure fairly and adequately informed Class Members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, as well as Class Members' right to exclude themselves from and object to the proposed settlement. Accordingly, the Court finds that the Class Notice was the best notice practicable under the circumstances. Rule 23(c)(2)(B).*

- ***Gabriel Del Valle, et al. v. General Motors LLC,*** Case No. 3:16-cv-07244-EMC (N.D. CA), Judge Edward M. Chen ruled on October 8, 2025:

  > *The record shows and the Court finds that Class Notice has been given to the Classes in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

- ***Marden v. LifeMD, Inc.,*** Case No. A-24-906800-C (NV 8th Jud. Dist. Ct.), Judge Jennifer Schwartz ruled on September 30, 2025:

  The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for an Award of Fees and Costs and for Service Awards to the Class Representative; (vi) the right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representative and for a Fee and Cost Award; and (vii) their right to appear at the Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Nevada Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), the Constitution of the State of Nevada, and all other applicable laws and rules.

- ***Story v. Heartland Payment Systems,*** Case No. 3:19-cv-724-TJC (M.D. FL), Judge Timothy J. Corrigan ruled on September 25, 2025:

  The Court concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure, satisfy the requirements of due process, provided sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to Settlement Class Members, and were the best notice practicable under the circumstances, including direct individual notice to Settlement Class Members where feasible, and a Settlement Website.

- ***Hampton v. General Motors LLC,*** Case No. 6:21-cv-250-GLJ (E.D. OK), Judge Gerald L. Jackson ruled on September 15, 2025:

  The record shows and the Court finds that Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (ECF No. 150). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to request to be excluded from the Settlement and the Class, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

- ***Doe v. San Diego Fertility Center Medical Group, Inc.,*** Case No. 37-2024-00006118 (CA Sup. Ct., San Diego Cty.), Judge Marcella O. McLaughlin ruled on August 27, 2025:

  The Court also finds that adequate notice was provided. In assessing notice in a class action settlement, "[t]he standard is whether the notice has a 'reasonable chance of reaching a substantial percentage of the class members."' Wershba, supra, 91 Cal.App.4th at p. 251. Here, the notice was sent directly to Class Members, as attested to by the Settlement Administrator. Therefore, as the Court determined at preliminary approval, the class notice for this action meets the applicable due process requirements.

- ***In re: Christie's Data Breach Litigation,*** Case No. 24-cv-4221-JMF (S.D. NY), Judge Jesse M. Furman ruled on July 28, 2025:

  The Court's Preliminary Approval Order approved the Postcard Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice $324,907.29 3 practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

  The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 97.05% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Lewis v. Maverick Transportation LLC and Lytx, Inc.,*** Case No. 3:22-cv-00046-NJR (S.D. IL), Judge Nancy J. Rosenstengel ruled on July 25, 2025:

  The Court finds that the notice program as set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2) and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of (a) the nature of the case; (b) the terms of the Settlement, including the definition of the Settlement Class; (c) the class claims and issues; (d) the procedure for objecting to or opting out of the Settlement; (e) that the Court will exclude from the Settlement Class any Settlement Class member who timely and validly requests exclusion; (f) the time and manner for requesting such exclusion; (g) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (h) important dates in the settlement approval process, including the deadlines to request exclusion or object and the date of the Final Approval Hearing; (i) Class Counsel's request for an award of reasonable attorneys' fees and expenses; (j) the Class Representatives' application for a service award; and (k) the binding effect of a class judgment on Settlement Class members under Rule 23(c)(3).

- ***M.W. v. St. Louis University,*** Case No. 2422-CC00888 (MO Cir. Ct., 22nd Jud. Cir.) Judge Elizabeth B. Hogan ruled on June 26, 2025:

  The Court finds that adequate notice of the Settlement was given to all Class Members pursuant to the terms of the Preliminary Approval Order. The Notice Package that was disseminated to Class Members adequately informed the Settlement Class of the terms of the Settlement Agreement, the type of relief available, the process available to them to submit a claim, their right to request exclusion from the Settlement and pursue their own remedies, and their opportunity to submit objections and appear; and be heard at the Final Approval Hearing. The Notice Package also adequately informed Class Members of additional resources available to obtain further information, including the identity of Class Counsel and how to contact the Court-approved Claims Administrator. The Court finds that the Notice Package satisfied the requirements of Rules 52.08(c)(2) and 52.0S(e).

- ***Unsworth v. Lewis & Clark College,*** Case No. 3:24-cv-00614-SB (D. OR), Judge Stacie F. Beckerman ruled on June 2, 2025:

  The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Brim v. Prestige Care Inc Data Breach,*** Case No. 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled on April 21, 2025:

  The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Newman v. Audienceview Ticketing Corp. and Universitytickets.com,*** Case No. 1:23-cv-05626-VEC (S.D. NY), Judge Valerie Caproni ruled on April 10, 2025:

  Based on evidence and other material submitted in conjunction with the Final Approval Hearing, the Court hereby finds and concludes that (1) EisnerAmper is finally approved as Claims Administrator; (2) the Postcard and Email Notices were disseminated to members of the Settlement Class in accordance with the Settlement Agreement and the Court's Preliminary Approval Order and (3) the Notice, the Claim Form, and the Settlement Website complied with this Court's Preliminary Approval Order.

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.,*** Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

  Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]

- ***Milan, et al. v. Clif Bar and Company,*** Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

  The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- ***Doe v. Workit Health, Inc.,*** Case No. 2:23-cv-11691-LVP (E.D. MI), Judge Linda V. Parker ruled on March 6, 2025:

  The Court finds that the Class Notice, Settlement Website, and notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order:

  1. *constituted the best practicable notice;*
  2. *constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs Counsel's application for an award of attorneys' fee and expenses, and of Plaintiffs' application for a Service Award associated with the Litigation;*
  3. *provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and*
  4. *met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.*

- ***In Re: Hapy Bear Surgery Center Data Security Incident Litigation***, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

  The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Haggerty v. Consumer Safety Technology LLC,*** Case No. 22CV-01414 (CA Sup. Ct., Merced Cty), Judge Stephanie L. Jamieson ruled on March 3, 2025:

  Settlement Class Notice (including the Email Settlement Class Notice attached as Exhibit to the Settlement Agreement, the Postcard Settlement Class Notice attached as Exhibit to the Settlement Agreement, and the Long-Form Settlement Class Notice attached as Exhibit to the Settlement Agreement) was provided to Settlement Class Members as set forth in the Settlement Agreement, which was approved by the Court on October 28, 2024, and the notice process has been completed in conformity with the Court's Orders. The Court finds that said notice was the best notice practicable under the circumstances. The Settlement Class Notice provided due and adequate notice ofthe proceedings and ofthe matters set forth therein, informed Settlement Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure 382, the California and United States Constitutions, and due process.

- ***Tecku v. Yieldstreet, Inc.,*** Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

  In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice….The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

  The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Webb, et al. v. Injured Workers Pharmacy, LLC,*** Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

  The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tracey, et al. v. Elekta, Inc., et al.,*** Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

  The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***Meholic, et al. v. Seattle Arena Company,*** Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

  The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- ***Kandel, et al. v. Dr. Dennis Gross Skincare, LLC,*** Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

  The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws…The Court finds and determines that the notice procedure *carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

- ***Ayala v. Commonwealth Health Physician Network, et al.,*** Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

  The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

- ***M.S. and D.H. v. Med-Data, Inc.,*** Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

  On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).

  P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.

  The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified *through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.*

- ***Green v. EmergeOrtho PA,*** *Case No. 22CVS003533-310 (NC Sup. Ct., Durham Cty), Judge Louis A. Bledsoe, III ruled on July 19. 2024:*

  The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the releases to be provided thereunder), (iii) Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Award, (iv) their right to object to any aspect of the Settlement and Plaintiff's Motion for Attorneys' Fees, Expenses, and Service ward, (v) their right to exclude themselves from the Settlement Class, and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. An affidavit of the Claims Administrator's compliance with the notice program has been filed with the Court. (See ECF No. 58.1.)

- ***McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper,*** Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqui ruled on April 25, 2024:

  The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.

- ***Andrade-Heymsfield v. NextFoods, Inc.,*** Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

  The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)…In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.

- ***Hymes v. Earl Enterprises Holdings,*** Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

  The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- ***Tucker v. Marietta Area Health Care Inc.,*** Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

  The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient…The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***In re: Cathode Ray Tube (CRT) Antitrust Litigation* (Indirect Purchasers),** Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

  The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.

- ***Buck v. American General Life Insurance Company,*** Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

  [T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the

> *settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.*

- ***Fabricant v. Top Flite Financial, Inc.***, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

> *The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process*

- ***Easter v. Sound Generations,*** Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

> *The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.*

- ***Hezi v. Celsius Holdings, Inc.***, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

> *The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

- ***Scott Gilmore et al. v. Monsanto Company, et al.***, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

> *The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

- ***John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.***, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Sanders et al. v. Ibex Global Solutions, Inc. et al.***, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

  An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Vaccaro v. Super Care, Inc.,*** No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Gonshorowski v. Spencer Gifts, LLC***, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

  The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- ***Vaccaro v. Delta Drugs II, Inc.,*** No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due *and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- ***Pagan, et al. v. Faneuil, Inc.***, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

  The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- ***LaPrairie v. Presidio, Inc., et al.***, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

  The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Nelson v. Bansley & Kiener, LLP***, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

  The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- ***Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al***, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

  Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and *in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*

- ***Rivera, et al. v. Google LLC,*** No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

  Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

  The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Davonna James, et al. v. CohnReznick LLP***, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.***, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Hosch et al. v. Drybar Holdings LLC,*** No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Baldwin et al. v. National Western Life Insurance Company,*** No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

  The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- ***Chapman et al. v. voestalpine Texas Holding LLC,*** No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

  The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

  (a) Constituted the best practicable notice, under the circumstances;

  (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;

  (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and

  (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).

- ***Clopp et al. v. Pacific Market Research LLC,*** No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient *notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).*

- ***Whitlock v. Christian Homes, Inc., et al,*** No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Hanson v. Welch Foods Inc.,*** No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

  The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Dein v. Seattle City Light,*** No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

  The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- ***Frank v. Cannabis & Glass, LLC, et al,*** No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

  Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.

- ***McMorrow, et al. v. Mondelez International, Inc,*** No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

  Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- ***Daley, et al. v. Greystar Management Services LP, et al.,*** No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

  The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class.... was the best practicable notice under the circumstances. The Class Notice program.... was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- ***Mansour, et al. v. Bumble Trading, Inc.,*** No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

  The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- ***Hadley, et al. v. Kellogg Sales Company,*** No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice *to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Miracle-Pond, et al. v. Shutterfly, Inc.,*** No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

  This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Jackson-Battle, et al. v. Navicent Health, Inc.,*** No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation***, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

  The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- ***Krommenhock, et al. v. Post Foods, LLC,*** No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy

Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Winters, et al. v. Two Towns Ciderhouse, Inc*****,** No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)…Thus, the Court finds the Notice complies with due process.… With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- ***Siddle, et al. v. The Duracell Company, et al.*****,** No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- ***Fabricant v. Amerisave Mortgage Corporation*****,** No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.*****,** No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.,*** No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

  The Court makes the following findings and conclusions regarding notice to the Class:

  a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

  b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections,*** No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

  The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.,*** No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

  The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the

Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- ***Paul Story v. Mammoth Mountain Ski Area, LLC,*** No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

    The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- ***John Burford, et al. v. Cargill, Incorporated,*** No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

    Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- ***In RE: FEMA Trailer Formaldehyde Product Liability Litigation,*** MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

    After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

    (a) constituted the best practicable notice to Class Members under the circumstances;
    (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;

(c) *was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*

(d) *was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*

(e) *focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*

(f) *afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*

(g) *was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*

(h) *fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*