

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

*In re Center for Vein Restoration Data Breach  
Litigation*

Civil Action No. 1:24-cv-03593

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

Plaintiffs, Aida Khalil, Edward Cameron, Jessica Kayrouz, Katrina Kelley, Lee Conrad, Patricia Knott, Colleen Baird, Gary Scott, Marie E. Wengert, Carla Jackson, and Barbara Voron, individually, and on behalf of others similarly situated, hereby file their Unopposed Motion for Preliminary Approval of Class Action Settlement, requesting the Court enter an order:

1. Preliminarily approving the Settlement described in the Settlement Agreement<sup>1</sup> between Plaintiffs and Defendant, and the attachments thereto, as fair, reasonable, and adequate;
2. Provisionally certifying the Settlement Class pursuant to Rule 23 for settlement purposes only;
3. Approving the Notice Program set forth in the Agreement, including the form and content of the Notices attached to the Agreement as Exhibits 1 and 2;
4. Approving the Claim Process set forth in the Agreement, including the form and content of the Claim Form attached to the Agreement as Exhibit 3.
5. Designating Plaintiffs as Class Representatives for settlement purposes;

---

<sup>1</sup> The capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement attached as Exhibit A to Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval of Class Action Settlement ("Memorandum").

6. Appointing Jeff Ostrow of Kopelowitz Ostrow P.A., David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of Murphy Law Firm, and Andrew J. Shamis of Shamis Gentile Class Action Law Firm as Class Counsel for settlement purposes;

7. Appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator;

8. Approving the opt-out and objection procedures outlined in the Agreement;

9. Staying this Action or otherwise adjourning litigation deadlines pending Final Approval of the Settlement;

10. Staying and/or enjoining, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and

11. Scheduling a Final Approval Hearing for the week of November 3, 2025, or soon thereafter at the Court's convenience, at which the Court will conduct an inquiry into the fairness of the Settlement, Final Approval of the Settlement, and consideration of Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards for the Class Representatives.

This Motion is based upon: (1) this Motion; (2) the Memorandum; (3) the Settlement Agreement (attached to the Memorandum as Exhibit A) (4) the Joint Declaration of Class Counsel (attached to the Memorandum as Exhibit B) (5) the Notices and Claim Form (attached to the Settlement Agreement); (6) the [Proposed] Order Granting Preliminary Approval of Class Action Settlement (attached as Exhibit C to the Memorandum); (7) the records, pleadings, and papers filed in this action; and (8) such other documentary and oral evidence or argument as may be presented to the Court in support of this Motion for Preliminary Approval.

Defendant does not oppose the relief requested in this Motion for Preliminary Approval.

Dated: May 6, 2025.

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow

**KOPELOWITZ OSTROW P.A.**

1 W. Las Olas Blvd., Ste. 500

Fort Lauderdale, FL 33301

Tel: 954-332-4200

ostrow@kolawyers.com

David K. Lietz (admitted *pro hac vice*)

**MILBERG COLEMAN BRYSON**

**PHILLIPS GROSSMAN, PLLC**

5335 Wisconsin Avenue NW, Suite 440

Washington, D.C. 20015-2052

Tel: 202-744-1795

dlietz@milberg.com

A. Brooke Murphy

**MURPHY LAW FIRM**

4116 Will Rogers Pkwy, Suite 700

Oklahoma City, OK 73108

Tel: 405-389-4989

abm@murphylegalfirm.com

Andrew J. Shamis, Esq.

**SHAMIS & GENTILE P.A.**

TX Bar No. 24124558

14 NE 1st Ave., Suite 705

Miami, Florida 33132

Telephone: 305-479-2299

ashamis@shamisgentile.com

*Proposed Class Counsel for  
Plaintiffs and the Settlement Class*

Donald J. Enright (#13551)

Jordan A. Cafritz (#20908)

**LEVI & KORSINSKY, LLP**

1101 Vermont Ave. NW, Suite 700

Washington, D.C. 20005

Tel: 202-524-4290

denright@zlk.com

jcafriz@zlk.com

*Liaison Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 6, 2025, I electronically filed the foregoing document using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

*/s/ Jeff Ostrow*

**UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND**

*In re Center for Vein Restoration Data Breach  
Litigation*

Civil Action No. 1:24-cv-03593-DLB

**MEMORANDUM IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION .....	1
II. CASE SUMMARY .....	1
A. Background .....	1
B. Procedural Posture .....	2
C. The Settlement Negotiations.....	3
III. THE PROPOSED SETTLEMENT PROVIDES CLASS MEMBERS WITH FAVORABLE MONETARY AND NON-MONETARY BENEFITS.....	3
A. The Settlement Class.....	4
B. The Settlement Benefits.....	4
i. Documented Loss Payment.....	4
ii. Alternate Cash Payment.....	4
iii. Medical Monitoring .....	5
iv. Remedial Business Practice Changes .....	5
C. Notice.....	5
D. Claims, Opt-Outs and Objection Procedures .....	6
i. Claims .....	6
ii. Opt-Outs.....	6
iii. Objections .....	7
E. Service Awards, Fees, and Costs .....	7
F. Release .....	8
IV. LEGAL STANDARD.....	8
V. ARGUMENT.....	9
A. The Settlement Class Should be Preliminarily Certified .....	9
i. The Proposed Settlement Class Is Sufficiently Numerous .....	11
ii. Questions of Law and Fact Are Common to the Settlement Class.....	12

iii.	Plaintiffs’ Claims and Defenses are Typical of the Settlement Class.....	13
iv.	Plaintiffs’ Counsel Will Provide Fair and Adequate Representation of the Settlement Class.....	14
v.	The Rule 23(b)(3) Requirements Are Satisfied .....	14
B.	The Terms of the Settlement are Fair, Reasonable, and Adequate and Warrant Preliminary Approval Under Rule 23(a)(4).....	16
i.	The Settlement is Adequate and Reasonable .....	17
ii.	The Settlement is Fair .....	20
C.	The Proposed Settlement Administrator Will Provide Adequate Notice .....	22
D.	The Court Should Appoint Class Counsel .....	23
VI.	CONCLUSION.....	24

**TABLE OF AUTHORITIES**

<b><u>Case</u></b>	<b><u>Page(s)</u></b>
<i>Amchem Prods. Inc. v. Windsor</i> , 521 U.S. 591 (1997) .....	<i>Passim</i>
<i>Beck v. McDonald</i> , 848 F.3d 262 (4th Cir. 2017) .....	19
<i>Berry v. Schulman</i> , 807 F.3d 600 (4th Cir.2015) .....	8
<i>Broussard v. Meineke Disc. Muffler Shops, Inc.</i> , 155 F.3d 331 (4th Cir. 1998) .....	13
<i>Brown v. Transurban USA, Inc.</i> , 318 F.R.D. 560 (E.D. Va. 2016).....	14
<i>Clark v. Experian Information Solutions, Inc.</i> , 2004 WL 256433 (D.S.C. 2004).....	17
<i>Decohen v. Abbasi, LLC</i> , 299 F.R.D. 469 (D. Md. 2014) .....	23
<i>Deiter v. Microsoft Corp.</i> , 436 F.3d 461 (4th Cir. 2006) .....	13
<i>Domonoske v. Bank of America, N.A.</i> , 790 F. Supp. 2d 466 (W.D. Va. 2011).....	23
<i>Ealy v. Pinkerton Gov’t Servs.</i> , 514 F. App’x 299 (4th Cir. 2013).....	14
<i>Eisen v. Carlisle and Jacquelin</i> , 417 U.S. 156 (1974) .....	22
<i>Flinn v. FMC Corp.</i> , 528 F.2d 1169 (4th Cir.1975) .....	8
<i>Gordon v. Chipotle Mexican Grill, Inc.</i> , No. 17-cv-01415-CMA-SKC, 2019 WL 6972701 (D. Colo. Dec. 16, 2019) .....	18
<i>Gray v. Hearst Commc’ns, Inc.</i> , 444 F. App’x 698 (4th Cir. 2011).....	15

*Hammond v. The Bank of N.Y. Mellon Corp.*,  
2010 WL 2643307 (S.D.N.Y. June 25, 2010) ..... 19

*Hapka v. CareCentrix, Inc.*,  
2018 WL 1871449 (D. Kan. Feb. 15, 2018)..... 15

*Hashemi v. Bosley, Inc.*,  
No. CV 21-946 PSG (RAOx), 2022 U.S. Dist. LEXIS 210946 (C.D. Cal. 2022) ..... 19

*Horton v. Merrill Lynch, Pierce, Fenner & Smith*,  
855 F. Supp. 825 (E.D.N.C. May 6, 1994)..... 9, 17

*In re Anthem*,  
327 F.R.D 299 (N.D. Ca. 2018) ..... 12, 15, 16

*In re Aqueous Film-Forming Foams Prod. Liab. Litig.*,  
No. 2:18-MN-2873-RMG, 2024 WL 489326 (D.S.C. Feb. 8, 2024) ..... 11

*In re Cmty. Bank of N. Virginia*,  
418 F.3d 277 (3d Cir. 2005) ..... 11

*In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*,  
No. 3:08-MD-01998, 2009 WL 5184352 (W.D. Ky. Dec. 22, 2009) ..... 13

*In re Equifax, Inc. Customer Data Sec. Breach Litig.*,  
No. 1:17-md-2800-TWT, 2020 WL 256132 (N.D. Ga. July 25, 2019) ..... 11, 12, 14, 15, 16

*In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*,  
293 F.R.D. 21 (D. Me. 2013) ..... 20

*In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*,  
851 F. Supp. 2d 1040 (S.D. Tex. 2012)..... 11, 13, 15

*In re Hyundai & Kia Fuel Econ. Litig.*,  
926 F.3d 539 (9th Cir. 2019)..... 11

*In re Jiffy Lube Sec. Litig.*,  
927 F.2d 155 (4th Cir.1991) .....*Passim*

*In re Lumber Liquidators Chinese-Manufactured Flooring Prods., Sales Pracs. & Prods. Liab. Litig.*,  
952 F.3d 471 (4th Cir. 2020)..... 17

*In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*,  
440 F. Supp. 3d 447 (D. Md. 2020)..... 20

*In re MicroStrategy, Inc. Sec. Litig.*,  
148 F. Supp. 2d 654 (E.D. Va. 2001) ..... 17

*In re Mid–Atlantic Toyota Antitrust Litig.*,  
564 F. Supp. 1379 (D. Md. 1983)..... 8, 9, 17

*In re Montgomery Cty. Real Estate Antitrust Litig.*,  
83 F.R.D. 305 (D. Md. 1979) ..... 8

*In re Mutual Funds Inv. Litigation*,  
No. MDL 1586, 2010 WL 2077972 (D. Md. May 19, 2010)..... 23

*In re Target Corp. Customer Data Sec. Breach Litig.*,  
309 F.R.D. 482 (D. Minn. 2015) ..... 11

*In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*,  
2016 WL 6902351 (N.D. Ga. Aug. 23, 2016)..... 12, 15

*In re Titanium Dioxide Antitrust Litig.*,  
284 F.R.D. 328 (D. Md. 2012) ..... 12

*Mullane v. Cent. Hanover Bank & Trust Co.*,  
339 U.S. 306 (1950) ..... 22

*Peoples v. Wendover Funding, Inc.*,  
179 F.R.D. 492 (D. Md. 1998) ..... 12

*Rapuano v. Trustees of Dartmouth Coll.*,  
334 F.R.D. 637 (D.N.H. 2020) ..... 11

*S.C. Nat’l Bank v. Stone*,  
749 F. Supp. 1419 (D.S.C. 1990) ..... 9, 17, 21

*Shenker v. Polage*,  
226 Md. App. 670 (2016) ..... 8

*Smilow v. Southwestern Bell Mobile Systems, Inc.*,  
323 F.3d 32 (1st Cir. 2003) ..... 11

*Soutter v. Equifax Info. Servs., LLC*,  
307 F.R.D 183 (E.D. Va. 2015)..... 14

*Stamat v. Grandizio Wilkins Little & Matthews, LLP*,  
2022 WL 3919685 (D. Md. Aug. 31, 2022)..... 19

*Stillmock v. Weis Markets, Inc.*,  
385 F. App’x 267 (4th Cir. 2010)..... 15

*Sullivan v. DB Invs., Inc.*,  
667 F.3d 273 (3d Cir. 2011) ..... 10

*Wal-Mart Stores, Inc. v. Dukes*,  
564 U.S. 338 (2011) ..... 12

**Rules**

Fed. R. Civ. P. 23 ..... 8, 12, 24

Fed. R. Civ. P. 23(a) ..... 9, 11, 12, 13, 16

Fed. R. Civ. P. 23(b)(3)..... 10, 11, 14, 16

Fed. R. Civ. P. 23(c)(2)(B) ..... 22

Fed. R. Civ. P. 23(e) ..... 8

Fed. R. Civ. P. 23(e)(2)..... 8, 9, 17

Fed. R. Civ. P. 23(g) ..... 24

Fed. R. Civ. P. 23(g)(1)(A)(i–iv) ..... 24

Fed. R. Civ. P. 23(g)(1)(B) ..... 23

**Statutes**

U.S. Const. Article III..... 19, 20

**Other Authorities**

7B Charles Alan Wright et al., *Federal Practice and Procedure* § 1797.6 (3d ed. 2006) ..... 22

*Manual for Complex Litigation.*, Sec. 21.632 (4th Ed. 2013) ..... 8, 9

*Manual for Complex Litigation*, § 30.41 (3d ed. 1995).....9

## I. INTRODUCTION

This case arises from a data incident that Plaintiffs<sup>1</sup> allege compromised the security of their Private Information. After extensive arms-length negotiations, the Parties have negotiated a \$3,550,000.00 non-reversionary all cash common fund Settlement that provides significant relief for the Settlement Class.

For the reasons stated below, Plaintiffs submit the Settlement is fair, reasonable, and adequate, and respectfully request the Settlement should be preliminarily approved by the Court and notice provided to the Settlement Class.

## II. CASE SUMMARY

### A. Background

Defendant is a Maryland-based healthcare organization that operates a network of specialty clinics that provide venous insufficiency treatment to patients. *See* Consolidated Class Action Complaint, ECF 21 (“CCAC”) ¶ 28. Plaintiffs and Settlement Class Members were patients of Defendant. On October 6, 2024, Defendant discovered unusual activity in its computer systems and subsequently determined that an unauthorized person had accessed its network and the Private Information of 448,186 of Defendant’s patients between October 1, 2024, and October 6, 2024. *Id.* ¶ 53. The information exposed in the Data Incident included the following information: names, address, date of birth, Social Security number, laboratory data, financial data, employee data, and/or business data. *Id.* ¶ 51. Thereafter, Defendant began mailing notification letters to potentially affected individuals on December 12, 2024.

---

<sup>1</sup> The capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement (“SA”), attached hereto as *Exhibit A*.

## **B. Procedural Posture**

On December 12, 2024, Plaintiff Aida Khalil filed the first class action complaint against Defendant in the United States District Court for the District of Maryland.<sup>2</sup> Following the filing of Plaintiff Khalil's complaint, Defendant was named a defendant in five other Related Actions that arose out of the same Data Incident.

To prosecute the matter with greater efficiency, Plaintiff Khalil, in concert with the other Plaintiffs, filed a Motion to Consolidate the Related Actions, Appoint Interim Class Counsel, and to Set a Schedule on December 20, 2024. [ECF No. 3]. On December 23, 2024, all cases concerning the Data Incident were consolidated upon Plaintiffs' unopposed motion and a leadership structure was appointed. [ECF No. 5]. All actions pending at that time were consolidated into *Khalil*, renaming the Action to the one styled above, and appointing Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis as Interim Class Counsel.

After the court granted consolidation, Plaintiffs filed their Consolidated Class Action Complaint on February 21, 2025, adding additional plaintiffs and alleging causes of action for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, invasion of privacy, declaratory and injunctive relief, and violation of the Illinois Consumer Fraud Act. [ECF No. 21].

Shortly thereafter, the Parties began discussing settlement options and scheduled a mediation before the Hon. Wayne R. Andersen (Ret.), a retired federal district court judge and a highly respected JAMS mediator. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded. The Parties also exchanged detailed mediation statements in advance of the mediation outlining the positions and authority

---

<sup>2</sup> *Khalil v. Center for Vein Restoration (MD) LLC*, 1:24-cv-03593-ABA.

they would be relying on at the mediation and if the case should proceed to further litigation.

### **C. The Settlement Negotiations**

On April 3, 2025, the Parties participated in a full day mediation of this matter with Judge Andersen. Following a full day of negotiations with the assistance of Judge Andersen, the Parties reached an agreement, the terms of which are memorialized in the Settlement Agreement. Over the next several weeks, the Parties continued negotiations regarding the particular terms of the Settlement Agreement and associated exhibits.

The Settlement reached here provides substantial immediate relief to the Settlement Class. Plaintiffs and their counsel believe that in consideration of all the circumstances, including the risks of continued litigation, and serious arms'-length negotiations with Defendant, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class. For these reasons, Plaintiffs ask the Court to grant Preliminary Approval of the proposed Settlement.

### **III. THE PROPOSED SETTLEMENT PROVIDES CLASS MEMBERS WITH FAVORABLE MONETARY AND NON-MONETARY BENEFITS**

The Settlement negotiated on behalf of the Settlement Class establishes a \$3,550,000.00 non-reversionary cash settlement fund, which will be used to pay for benefits (described below) to the Settlement Class Members, notice and administration costs, Plaintiffs' service awards, and attorneys' fees and costs as awarded by the Court. In addition to the direct financial relief provided by the Settlement, Defendant has agreed to provide confirmation of substantial business practice changes and remedial measures aimed at preventing further unauthorized access to their sensitive Private Information entrusted to Defendant. SA ¶ 73. The business practice changes will benefit all Settlement Class Members by securing their Private Information from unauthorized access, regardless of whether they choose to file a claim.

### **A. The Settlement Class**

The Settlement Class includes approximately 448,186 individuals and is defined as “all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.” *Id.*, ¶ 60. Specifically excluded from the Settlement Class are: (a) directors, officers, and agents of Defendant; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff. *Id.*

### **B. The Settlement Benefits**

#### **i. Documented Loss Payment**

The first category of benefits provides Settlement Class Members who submit a valid claim the opportunity to select up to \$5,000.00 in reimbursement of out-of-pocket losses upon submission of documented losses related to the Data Incident. SA, ¶ 71. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. *Id.*

#### **ii. Alternate Cash Payment**

As an alternative to the Documented Loss Payment, Settlement Class Members may elect to receive an Alternate Cash Payment from the Settlement Fund. This payment shall be in the form of a flat cash payment with an estimated value of \$100 (subject to *pro rata* adjustment based on number of claims). *Id.* Receipt of this cash payment is conditioned only upon making a valid claim.

#### **iii. Medical Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of Medical Monitoring through CyEx’s Medical Shield product. The Medical Monitoring will include dark web monitoring, one million dollars of medical identity theft

insurance, real-time authentication alerts, high-risk transaction monitoring, security free assist, and victim assistance. *Id.*

iv. Remedial Business Practice Changes

In addition to the foregoing benefits, all Settlement Class Members will benefit from substantial business practice changes and remedial measures aimed at preventing unauthorized access to their sensitive Private Information entrusted to Defendant. These steps are documented in the Settlement Agreement, and were paid for by the Defendant separate and apart from the non-reversionary settlement fund.

**C. Notice**

The Parties agreed to engage Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator, subject to Court approval. *Id.*, ¶ 57. Within 10 days of Preliminary Approval, Defendant will provide the Settlement Administrator with the Class List of all Settlement Class Members. *Id.*, ¶ 79. The Settlement Administrator shall cause Notice to be disseminated to all Settlement Class Members via direct mail and complete all Notice within 30 days of Preliminary Approval. *Id.*, ¶ 80. The Postcard Notice is clear and concise and provides information about the Settlement as well as sources where Settlement Class Members can find additional information. *See* Exhibit 1 to the SA. In addition to the individual direct notice to all Settlement Class Members, the Settlement Administrator will establish and maintain a dedicated Settlement Website no later than the day before Notice is mailed to the Settlement Class that will contain broad information including, but not limited to, copies of the Complaint, the Long Form Notice, the Postcard Notice, FAQs, and a printable version of the Claims Form, as well as other relevant court documents. The Long Form Notice, available at the Settlement Website, is the detailed notice that will include robust information about the Settlement. *See* Exhibit 2 to the SA. The Settlement Website will also

provide Settlement Class Members with the ability to submit a Claim for Settlement benefits online. The Settlement Administrator will also establish and maintain a toll-free help line for Settlement Class members to call with settlement-related inquiries that will be addressed in a timely manner.

The cost of providing Settlement Administration will be paid from the Settlement Fund.

#### **D. Claims, Opt-Outs and Objection Procedures**

The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a Claim or decide whether they would like to opt-out of or object to the Settlement.

##### **i. Claims**

Settlement Class Members will have up to and until 15 days before the initial scheduled Final Approval Hearing to complete and submit a claim to the Settlement Administrator. SA, ¶ 20. The Claim Form is written in plain language to facilitate Settlement Class Members' ease in completing it. *See* Exhibit 3 to the SA. Claim Forms can be submitted either online through the Settlement Website, or via U.S. Mail to the PO Box maintained by the Settlement Administrator.

##### **ii. Opt-Outs**

A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. SA, ¶ 108. The Opt-Out Period means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. SA ¶ 44. The last day of the opt-out period will be set forth on both the Postcard and Long Form Notices. *Id.* ¶¶ 81, 83. Any member of the

Settlement Class who elects to be excluded in a timely manner shall not be bound by the Settlement.

iii. Objections

The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. *Id.*, ¶ 84. Similar to the Opt-Out Period, the Objection Period means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. SA ¶ 43. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

**E. Service Awards, Attorneys' Fees, and Costs**

The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or Service Awards until after the substantive terms of the settlement had been agreed upon. *See* Joint Declaration of Class Counsel ("Joint Decl.") attached hereto as **Exhibit B**, ¶ 16.

The Settlement Agreement calls for a reasonable service award to Plaintiffs in the amount of \$1,500 per Plaintiff, for a total payment of \$16,500. SA, ¶ 102. The Settlement permits Plaintiffs' Counsel to seek up to one-third of the of the Settlement Fund in attorneys' fees plus reimbursement of reasonable litigation expenses. *Id.* ¶ 103. Attorneys' fees and expenses, and Service Awards for Plaintiffs are subject to approval of the Court. The Service Awards, as well as attorneys' fees and costs will be paid from the non-reversionary Settlement Fund.

## F. Release

The release in this case is tailored to the claims that have been pled or could have been pled relating to the Data Incident. *See generally* SA section XIII. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims against Defendant related to the Data Incident.

## IV. LEGAL STANDARD

Class action settlements must be approved by the court pursuant to Rule 23 of the Federal Rule of Civil Procedure. “Federal Rule 23(e) has been applied and analyzed thoroughly in reported decisions of Maryland's federal district courts and the Fourth Circuit, as well as nationally.” *Shenker v. Polage*, 226 Md. App. 670, 683 (2016) (citing *Berry v. Schulman*, 807 F.3d 600 (4th Cir.2015); *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir.1991)); *Flinn v. FMC Corp.*, 528 F.2d 1169 (4th Cir.1975); *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379 (D.Md.1983); *In re Montgomery Cty. Real Estate Antitrust Litig.*, 83 F.R.D. 305 (D.Md.1979).

In determining whether to grant approval to a settlement, the Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual for Complex Litigation (Fourth)*, § 21.632 (4th ed. 2004). The approval process involves two steps. At the first, or preliminary approval stage, the Court need only find that the settlement is within “the range of possible approval” and warrants notice being issued to the class. *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 827 (E.D.N.C. May 6, 1994) (citing *In Re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)). This first step involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Id.*; *Manual for Complex Litigation*, § 30.41 (3d ed. 1995).

The primary concern for a court in reviewing a proposed class settlement is to ensure that the rights of class members have received sufficient consideration in settlement negotiations. *In re Jiffy Lube*, 927 F.2d at 158. The Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual for Complex Litigation (Fourth)* (“MCL”), § 21.632 (4th ed. 2004).

Settlement by compromise is a part of strong judicial policy in the Fourth Circuit favoring resolution prior to trial. *See e.g., S.C. Nat’l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) (“[t]he voluntary resolution of litigation through settlement is strongly favored by the courts”). Settlement spares litigants the uncertainty, delay, and expense of a trial and appeals, while simultaneously reducing the burden on judicial resources. *Id.* at 1423.

## V. ARGUMENT

### A. The Settlement Class Should be Preliminarily Certified.

Prior to granting preliminary approval of a proposed settlement, the Court should first determine the proposed Settlement Class is appropriate for certification for settlement purposes. *See Manual for Complex Litigation.*, Sec. 21.632 (4th Ed. 2013); *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Class certification is proper if the proposed class, proposed class representatives, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 23(a). Fed. R. Civ. P. 23(a). Additionally, a plaintiff must demonstrate that common questions of law or fact predominate over individual issues and that a class action is superior to other methods of adjudicating the claim. Fed. R. Civ. P. 23(b)(3); *Amchem*, 521 U.S. at 615-16.

When considering a request for a settlement-only class certification, a district court need not inquire as to the manageability of a case at trial, as the proposal is that there be no trial. *Id.* at

620 (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial.”). Thus, a finding that a *litigation class* is inappropriate is not a barrier to certification of a *settlement class*. *Id.*

Here, while Defendant has expressed and is maintaining its position that class certification would be uncertain were litigation to proceed, the uncertainty rests on issues that would affect only a litigation class, not a settlement class. Most notably, Defendant claims that class members would have differing degrees and proof of injury, causation, and damages, which would result in purportedly unmanageable individualized inquiries. However, because the Settlement provides a remedy to Settlement Class Members, it obviates the need to litigate individualized issues and the need to formulate a class-wide damages model. Further, as noted in Plaintiffs’ motion, Defendant is not objecting to the certification of the Settlement Class for settlement purposes. As a court in this Circuit recently found:

[W]hile variations in rights and remedies available to injured class members under different states’ respective laws may represent a challenge to certification of a *litigation class*, those considerations dissipate in the face of a settlement. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 301 (3d Cir. 2011) (noting “variations in rights and remedies available to injured class members under the various laws of the fifty states [do] not defeat commonality and predominance” and “state law variations are largely ‘irrelevant to certification of a settlement class’”); *Id.* at 304 & n.29 (observing the settlement “obviates the difficulties inherent in proving the elements of varied claims at trial or in instructing a jury on varied state laws” and “[u]nsurprisingly, we are not alone in recognizing the ‘key’ distinction between certification for settlement purposes versus litigation, and ‘courts are more inclined to find the predominance test met [in the settlement context], even when there are differences in applicable state laws’”); *Smilow v. Southwestern Bell Mobile Systems, Inc.*, 323 F.3d 32, 40 (1st Cir. 2003) (“The individuation of damages in consumer class actions is rarely determinative under Rule 23(b)(3). Where ... common questions predominate regarding liability, then courts generally find the predominance requirement to be satisfied even if individual damages issues remain.”).

*In re Aqueous Film-Forming Foams Prod. Liab. Litig.*, No. 2:18-MN-2873-RMG, 2024 WL 489326, at \*9 (D.S.C. Feb. 8, 2024); *see also Rapuano v. Trustees of Dartmouth Coll.*, 334 F.R.D. 637, 651 (D.N.H. 2020) (“[T]he proposed settlement will obviate the need to litigate this individualized issue and therefore manageability concerns do not undermine a finding of predominance”) (citing *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019)); *In re Cmty. Bank of N. Virginia*, 418 F.3d 277, 306 (3d Cir. 2005) (“The existence of an individual inquiry does not preclude class action treatment where all class members face the necessity of proving the same fraudulent scheme,” particularly “in a settlement-only class action, where the court certifying the class need not examine issues of manageability.”) (citing cases).

Class actions are regularly certified for settlement. In fact, similar data breach cases have been certified—on a *national* basis—including the record-breaking settlement in *In re Equifax*. *See In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. July 25, 2019); *see, also, e.g., In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012). This case meets all the standards for certification under Rule 23 for settlement purposes and should be similarly certified.

i. The Proposed Settlement Class Is Sufficiently Numerous

The first requirement of Rule 23(a) is that the class be so numerous that joinder of all members is impracticable. While whether the numerosity requirement is met depends on a court’s practical judgment on a given case, here the 448,186 individuals are clearly so numerous as to render joinder impracticable. *See Peoples v. Wendover Funding, Inc.*, 179 F.R.D. 492, 497 (D. Md. 1998) (noting “courts find classes of at least 40 members sufficiently large to satisfy the impracticability requirement”); *In re Titanium Dioxide Antitrust Litig.*, 284 F.R.D. 328, 337 (D.

Md. 2012) (finding a class of 700 satisfied the numerosity requirement). Thus, the Settlement Class here is sufficiently numerous to warrant certification under Rule 23(a)(1).

ii. Questions of Law and Fact Are Common to the Settlement Class

Commonality requires the plaintiff to demonstrate that the class members have suffered the same injury such that all their claims “can productively be litigated at once.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-350 (2011) (internal citations omitted). This requires that the determination of the common question “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 350 “Even a single common question will do.” *Id.* at 359 (internal quotations omitted).

Courts have previously addressed this requirement in the context of data breach class actions and found it readily satisfied. *In re Equifax*, 2020 WL 256132 \*11 (citing *In re the Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at \*2 (N.D. Ga. Aug. 23, 2016)) (finding that multiple common issues center on the defendant’s conduct, satisfying the commonality requirement); *In re Anthem*, 327 F.R.D. at 308 (noting that the data breach complaint contains a common contention capable of class-wide resolution—one type of injury claimed to have been inflicted by one actor in violation of one legal norm).

Here, the commonality standard is clearly met as the injuries alleged by Plaintiffs and the Settlement Class arose out of a singular occurrence. Plaintiffs have asserted multiple questions of law and fact common to the Settlement Class. These questions include, but are not limited to; whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to protect the Private Information compromised in the Data Incident; whether Defendant knew or should have known that its data security systems and monitoring processes

were deficient; whether Defendant owed a duty to Settlement Class Members to safeguard their Private Information; and whether Defendant breached that duty.

Like in other data breach cases, these common issues all center on Defendant's alleged conduct, or other facts and law applicable to all Settlement Class Members, thus satisfying the commonality requirement. *See, e.g., In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at \*3 (W.D. Ky. Dec. 22, 2009) ("All class members had their private information stored in Countrywide's databases at the time of the data breach"); *In re Heartland Payment Sys.*, 851 F. Supp. 2d at 1059 ("Answering the factual and legal questions about Heartland's conduct will assist in reaching class wide resolution."). Thus, commonality is readily demonstrated.

iii. Plaintiffs' Claims and Defenses are Typical of the Settlement Class

Typicality under Rule 23(a)(3) requires an inquiry into the "representative parties' ability to represent a class . . ." *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006). "The premise of the typicality requirement is simply stated: "as goes the claim of the named plaintiff, so go the claims of the class." *Broussard v. Meineke Disc. Muffler Shops, Inc.*, 155 F.3d 331, 340 (4th Cir. 1998) (citation and quotations omitted). In other words, the "plaintiff's claim cannot be so different from the claims of absent class members that their claims will not be advanced by plaintiff's proof of his own individual claim." *Deiter*, 436 F.3d at 466-67.

This requirement is readily satisfied in data breach cases like this one. The Class Representatives' claims are typical of those of other Settlement Class Members because they arise from the same Data Incident and involve the same overarching legal theories. *See, e.g., Equifax*, 2020 WL 256132, at \*12. Plaintiffs' counsel has confirmed this through multiple meetings and

interviews with the Class Representatives and thorough analysis of the facts surrounding the data breach based on information provided to them prior to mediation.

iv. Plaintiffs' Counsel Will Provide Fair and Adequate Representation of the Settlement Class

“The adequacy inquiry . . . serves to uncover conflicts of interest between named parties and the class they seek to represent.” *Amchem*, 521 U.S. at 625. Neither the proposed Class Representatives nor their counsel have any interests antagonistic to the proposed Settlement Class. Proposed Class Counsel as set forth below are abundantly qualified and experienced in leading class cases efficiently and effectively and have the support of all counsel of record, thus satisfying the adequacy requirement. *See generally* Joint Decl.

v. The Rule 23(b)(3) Requirements Are Satisfied

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members,” and that class treatment is “superior to other available methods for fairly and efficiently adjudicating the controversy.” One part of the superiority analysis—manageability—is irrelevant for purposes of certifying a settlement class. *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 569 (E.D. Va. 2016).

Predominance: Rule 23(b)(3)’s predominance requirement tests whether a proposed class is “sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623. The predominance inquiry measures the relative weight of the common questions as against individual ones. *Id.* at 624. “If the ‘qualitatively overarching issue’ in the litigation is common, a class may be certified notwithstanding the need to resolve individualized issues.” *Soutter v. Equifax Info. Servs., LLC*, 307 F.R.D 183, 214 (E.D. Va. 2015) (citing *Ealy v. Pinkerton Gov’t Servs.*, 514 F. App’x 299, 305 (4th Cir. 2013)). Common liability issues often predominate where class members “all assert injury from the same action.” *Gray v. Hearst Commc’ns, Inc.*, 444 F. App’x 698, 701–

02 (4th Cir. 2011); *see also Stillmock v. Weis Markets, Inc.*, 385 F. App'x 267, 273 (4th Cir. 2010) (finding common issues predominated where class members were exposed to “the identical risk of identity theft in the identical manner by the repeated identical conduct of the same defendant.”).

Here, as in other data breach cases, common questions predominate because all claims arise out of an alleged common course of conduct by the Defendant. *See, e.g., Equifax*, 2020 WL 256132, at \*13; *In re Anthem*, 327 F.R.D. at 311-16; *Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at \*2 (D. Kan. Feb. 15, 2018) (finding predominance satisfied in a data breach case, stating “[t]he many common questions of fact and law that arise from the E-mail Security Incident and [Defendant’s] alleged conduct predominate over any individualized issues”); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at \*2 (N.D. Ga. Aug. 23, 2016) (finding common predominating questions included whether Home Depot failed to reasonably protect class members’ personal information, whether it had a legal duty to do so, and whether it failed to timely notify class members); *In re Heartland*, 851 F. Supp. 2d at 1059 (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class). The focus on a defendant’s security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *In re Anthem*, 327 F.R.D. at 312.

Superiority: “[T]he purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy . . .” 7A Charles Wright, Arthur Miller & Mary Kay Kane, *FEDERAL PRACTICE AND PROCEDURE* § 1779 (3d ed. 2005). Litigating the same claims of over 448,000 persons through individual litigation would be

inefficient compared to resolving them under the umbrella of a single case. Thus, superiority is established. *See In re Equifax*, 2020 WL 256132, at \*14; *In re Anthem*, 327 F.R.D. at 315-16.

Additionally, because this case has now been settled pending Court approval, the Court need not be concerned with issues of manageability relating to trial. *See Amchem*, 521 U.S. at 620 (“[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case ...would present intractable management problems...”). Class certification—and class resolution—guarantee an increase in judicial efficiency and conservation of resources over the alternative of individually litigating hundreds of thousands of individual cases arising out of the same Data Incident.

In sum, the common questions of fact and law that arise from Defendant’s alleged conduct predominate over any individualized issues; a class action is the superior vehicle by which to resolve these issues; and the requirements of Rule 23(b)(3) are met. Accordingly, the Settlement Class should be certified for settlement purposes. Again, as stated above, without admitting that any litigation class in this Action or any similar action could be certified, Defendant does not oppose certification of a settlement class in this action for settlement purposes only.

**B. The Terms of the Settlement are Fair, Reasonable, and Adequate and Warrant Preliminary Approval Under Rule 23(a)(4).**

After determining that certification of the Settlement Class is appropriate, the Court must determine whether the Settlement Agreement itself is worthy of preliminary approval and of providing notice to the Settlement Class. The primary concern in class action settlement approval is the protection of class members whose rights may not have been given adequate consideration during the settlement negotiations. *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158-59. Approval of a class action settlement is committed to the “sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the

relevant circumstances.” *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001). However, “there is a strong initial presumption that the compromise is fair and reasonable.” *S.C. Nat’l Bank*, 139 F.R.D. at 339.

In the Fourth Circuit, there are two parts to the analysis in determining whether to approve a class action settlement: (1) adequacy—whether the Class recovery is adequate in comparison to what the class gives up; and (2) fairness—whether the procedure by which the settlement was negotiated was proper.<sup>3</sup> *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158-159.

While courts complete this analysis after notice has been issued to the class and a final approval hearing has been held, at the preliminary approval stage the Court need only find that the settlement is within “the range of possible approval.” *Horton*, 855 F. Supp. at 827 (citing *In Re Mid-Atlantic Toyota*, 564 F. Supp. at 1384). Here, the Settlement is within the range of preliminary approval and should be approved.

i. The Settlement is Adequate and Reasonable

In analyzing the adequacy of a proposed settlement, the Court can consider such factors as: (1) the relative strength of the case on the merits, (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial, (3) the expected duration and expense of additional litigation, (4) the solvency of the defendants and the probability of recovery on a litigated judgment, (5) and the degree of opposition to the proposed settlement. *See In re Jiffy Lube*, 927 F.2d at 159; *Clark v. Experian Information Solutions, Inc.*, 2004 WL 256433 (D.S.C. 2004). While the Defendant’s solvency has not been put at issue, and the degree

---

<sup>3</sup> In the Fourth Circuit, the Rule 23(e)(2) analysis has been condensed into the two-step *Jiffy Lube* test. *See In re Lumber Liquidators Chinese-Manufactured Flooring Prods., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) (“[B]ecause our factors for assessing class action settlement almost completely overlap with the new Rule 23(e)(2) factors, the outcome ... would be the same under both our factors and the Rule’s factors.”).

of opposition to the Settlement is best measured *after* notice has issued to the class, Plaintiffs will examine the first three *Jiffy Lube* factors here.

The first three *Jiffy Lube* Factors are closely related, and weigh in favor of settlement approval. The Settlement provides Settlement Class Members real relief for harms and protection from risk of future harm. The Settlement Fund established here ensures that Settlement Class Members can receive substantial relief by filing a claim. Settlement Class Members who submit valid claims are eligible to receive either a reimbursement payment for up to \$5,000 in documented losses resulting from the Data Incident or a cash payment of \$100, subject to *pro rata* adjustments from the Settlement Fund. SA, ¶ 71 (a-b). Additionally, Settlement Class Members may elect to receive two years of Medical Monitoring through CyEx’s Medical Shield product. *Id.* ¶ 71(c). Medical Shield monitoring at the level agreed to in the Settlement Agreement costs an individual consumer \$310.80 over the same period.<sup>4</sup> Finally, all Settlement Class Members will benefit from the cybersecurity enhancements Defendant has implemented. *Id.* ¶ 73.

The value achieved through the Settlement Agreement is guaranteed, whereas chances of prevailing on the merits are uncertain – especially where questions of law and fact exist. Data breach litigation is evolving; there is no guarantee of the ultimate result. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (“Data breach cases ... are particularly risky, expensive, and complex.”). Furthermore, absent an early resolution, the Parties would likely be litigating this Action through both trial and appellate courts, for years to come. This settlement makes significant relief *immediately* available to Settlement Class Members.

---

<sup>4</sup> *See*: <https://cyex.com/medical-shield/>. Here, because the Settlement will provide these monitoring services to a large number of individuals, Plaintiffs negotiated to receive discounted bulk pricing, thereby substantially reducing the cost to be paid from the Settlement Fund.

While Plaintiffs and their counsel strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially case-dispositive defenses, which Plaintiffs would have to overcome in order to achieve a successful outcome through trial and subsequent appeals. Defendant has denied and continues to deny all liability alleged in the Action, maintaining that it has meritorious defenses to the claims alleged therein. Defendant would seek to challenge the traceability of the harm alleged to have affected Plaintiffs as a result of the Data Incident and would highlight the difficulty of evaluating the alleged damages and the individualized nature thereof, subjecting Plaintiffs to the risks inherent in trying to achieve and maintain class certification and prove liability.

Particularly at the motion to dismiss stage, Plaintiffs and their Counsel would be faced with many of the issues highlighted above, and for which courts have routinely struck down similar claims within the data breach context. *See, e.g., Beck v. McDonald*, 848 F.3d 262 (4<sup>th</sup> Cir. 2017) (Plaintiffs failed to show U.S. Const. Article III standing because there was no showing of an impending threatened harm of future identity theft and no showing of a substantial risk that harm would occur that would prompt a party to reasonably incur mitigation costs); *see also Stamat v. Grandizio Wilkins Little & Matthews, LLP*, 2022 WL 3919685, at \*6 (D. Md. Aug. 31, 2022) (granting motion to dismiss when Plaintiffs failed to allege concrete harms resulting from the data breach to confer Article III standing.); *Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at \*1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOx), 2022 U.S. Dist. LEXIS 210946, at \*10 (C.D. Cal. 2022) (collecting cases that were dismissed based on causation-related standing issues when identifying the risks inherent in a data breach action); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 440 F. Supp. 3d 447, 467 (D. Md. 2020) (finding

traceability requirements of Article III satisfied only after Plaintiff offered a lengthy and in-depth expert report explaining the connection between the breach and harm caused to Plaintiffs).

Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Class Counsel understand that Defendant would vigorously oppose certification of a litigation class and, even if Plaintiffs were successful in certifying the class (which they believe they would be), they could face an interlocutory appeal of any such order. Many resources would surely be consumed during the continued litigation of this Action, with no guarantee of any recovery for Plaintiffs or the Class. Maintaining class certification through trial is another over-arching risk that simply puts a point on what is true in all class actions – class certification through trial is never a settled issue and is always a risk for plaintiffs. As discussed above, these risks do not apply to a settlement-only class. *Amchem*, 521 U.S. at 615-16.

As stated herein, Plaintiffs strongly dispute the defenses they anticipate Defendant would likely assert if the litigation were to continue, but it is obvious that Plaintiffs’ success at trial is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members gain significant relief without having to face further risk of not receiving any relief at all.

ii. The Settlement is Fair.

The Fourth Circuit has listed four factors that a court should consider in concluding whether a proposed settlement agreement was fair and reached in good faith and without collusion: (1) the posture of the case at the time it settled; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the relevant experience of counsel. *S.C. Nat’l Bank*, 139 F.R.D. at 339 (citing *In re Jiffy Lube*, 927 F.2d at 158-159).

Here, the Settlement is the result of intensive, arms'-length negotiations through a neutral third-party mediator, and between experienced attorneys who are familiar with class action litigation and with the legal and factual issues in these cases. Joint Dec. ¶¶ 15, 17, 26. Before discussing potential settlement, the Parties completed an extensive investigation and exchanged information about, *inter alia*, the scope of the Data Incident, the types of Private Information accessed in the Data Incident, and Defendant's investigation of, and response to, the Data Incident. *Id.* ¶¶ 9, 18. This helped the Parties fully understand the claims, defenses, and risks of continued litigation. *Id.* ¶ 10. The Settlement Agreement is the result of serious arms'-length negotiations between counsel for the Parties, who fought hard for the interests of their respective clients. *Id.* ¶¶ 15. As such, and because there are no obvious deficiencies, it meets the requirement of fairness.

Notably, the value per Settlement Class Member of just the \$3,550,000.00 cash portion of the Settlement amounts to \$7.92 per person, which is well within the range of approval for a settlement of this size. Below is a chart summarizing similar size settlements:

Case Title	Settlement Amount	No. of Class Members	\$ Per Class Member
<i>Winstead v. ComplyRight, Inc.</i> , No. 1:18-CV-4990 (N.D. Ill.)	\$3.025M	665,689	\$4.54
<i>Madkin v. Automation Personnel Services, Inc.</i> , No. 2:21-cv-1177 (N.D. Ala.)	\$1.37M	299,253	\$4.59
<i>Bingaman, et al. v. Avem Health Partners Inc.</i> , Case No. CIV23-130-SLP (W.D. Ok.)	\$1.45M	271,303	\$5.34
<i>Kesner, et al. v. UMass Memorial Health Care, Inc.</i> , No. 2185-cv-01210 (Mass. Supp. Ct.)	\$1.25M	209,047	\$5.74
<i>Garcia, et al. v. Washington Dep't of Licensing</i> , No. 22-2-05635-5-SEA (Wash. Super. Ct. for King County)	\$3.6M	545,901	\$6.59

<i>Brent v. Advanced Medical Management</i> , Case No. 1:23-cv-03254-JKB (D. Md.)	\$2.5M	319,485	\$7.82
--	--------	---------	--------

### C. The Proposed Settlement Administrator Will Provide Adequate Notice.

The Court has complete discretion in determining what constitutes a reasonable notice scheme, both in terms of how notice is given and what it contains. 7B Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE § 1797.6 (3d ed. 2006). Due process requires provision of the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. *See* Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Such Notice should be individual, where class members can be identified through reasonable effort. *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 173 (1974).

The Notice Program is designed to be the best practicable and to meet all the criteria set forth by the Manual for Complex Litigation. *See* Exhibits 1-2 to SA. Specifically, the Notice Program provides for direct and individual notice to be provided to all Settlement Class Members via mail, using the contact information provided by the Settlement Class Members when they transacted with Defendant. SA ¶¶ 24, 79-81. In addition to the individual direct notice provided, the Settlement Administrator will establish and maintain a dedicated Settlement Website that will be updated throughout the claims period with the forms of Postcard Notice, Long Form Notice, and Claim Form approved by the Court, as well as this Settlement Agreement and other relevant court documents. *Id.* ¶ 82. The Settlement Administrator will also maintain a toll-free Settlement telephone line for Settlement Class Members to obtain additional information. *Id.* ¶ 78.

The notices themselves are clear and straightforward. *See* SA at Exhibits 1 and 2. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the settlement; disclose the amount of the requested Service Awards for the Class Representatives as well as the amount that Class Counsel intends to request for attorneys' fees; explain procedures for making Claims, objections, or requesting exclusion; and describe the date, time, and place of the Final Approval Hearing. *Id.*

The Notice here is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the settlement. *See, e.g., Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (finding direct mail Notice to each class members' last known address—and a second notice if the first was undeliverable—was the best practicable and satisfied notice requirements); *In re Mutual Funds Inv. Litigation*, No. MDL 1586, 2010 WL 2077972, \*6 (D. Md. May 19, 2010) (approving notice via direct mail and email); *Domonoske v. Bank of America, N.A.*, 790 F. Supp. 2d 466 (W.D. Va. 2011) (granting final approval where notice was mailed directly to class members, and administrator maintained a class website and telephone support line).

#### **D. The Court Should Appoint Class Counsel.**

When certifying a class, Rule 23 requires a court to appoint class counsel that will fairly and adequately represent the class members. Fed. R. Civ. P. 23(g)(1)(B). In making this determination, the Court considers counsel's work in identifying or investigating potential claims; experience in handling class actions or other complex litigation and the types of claims asserted in the case; knowledge of the applicable law; and resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i–iv). As evidenced by the Joint Declaration of Class Counsel, and in

Plaintiffs' Unopposed Motion to Consolidate Actions, Appoint Interim Class Counsel, and Set a Schedule and Memorandum of Law in Support Thereof and the corresponding exhibits [ECF Nos. 3 – 3-5], and as assented to by this Court in its order granting Plaintiffs' motion [ECF No. 5], the proposed Class Counsel meet these requirements. The Court should preliminarily appoint Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis as Class Counsel under Rule 23(g).

## VI. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that guarantees Settlement Class Members significant relief in the form of direct reimbursements for documented losses due to the Data Incident, individual Cash Payments, Medical Monitoring services, and confirmation of remedial measures which are and will help secure Plaintiffs' and Settlement Class Members' remaining data stored in Defendant's network and systems. For these and the above reasons, Plaintiffs respectfully request this Court grant their Motion for Preliminary Approval of Class Action Settlement, certify the Settlement Class, and direct Notice to issue to Settlement Class Members. Plaintiffs request the Court set a Final Approval Hearing for the week of November 3, 2025, or soon thereafter, depending upon the Court's schedule. A proposed Preliminary Approval Order is attached hereto as *Exhibit C*.

Dated: May 6, 2025.

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow

**KOPELOWITZ OSTROW P.A.**

1 W. Las Olas Blvd., Ste. 500

Fort Lauderdale, FL 33301

Telephone: (954) 525-4100

ostrow@kolawyers.com

David K. Lietz

**MILBERG COLEMAN BRYSON PHILLIPS**

**GROSSMAN, PLLC**

5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Tel: 202-744-1795  
dlietz@milberg.com

A. Brooke Murphy  
**MURPHY LAW FIRM**  
4116 Will Rogers Pkwy, Suite 700  
Oklahoma City, OK 73108  
Telephone: (405) 389-4989  
abm@murphylegalfirm.com

Andrew J. Shamis, Esq.  
**SHAMIS & GENTILE P.A.**  
TX Bar No. 24124558  
14 NE 1st Ave., Suite 705  
Miami, Florida 33132  
Telephone: 305-479-2299  
ashamis@shamisgentile.com

*Proposed Class Counsel for Plaintiffs  
and the Settlement Class*

Donald J. Enright (#13551)  
Jordan A. Cafritz (#20908)  
**LEVI & KORSINSKY, LLP**  
1101 Vermont Ave. NW, Suite 700  
Washington, D.C. 20005  
Tel: (202) 524-4290  
denright@zlk.com  
jcafritz@zlk.com

*Liaison Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on Tuesday, May 6, 2025, I electronically filed the foregoing document using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Jeff Ostrow

# EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

*IN RE CENTER FOR VEIN RESTORATION  
DATA BREACH LITIGATION*

CASE NO. 8:24-CV-03593

---

**SETTLEMENT AGREEMENT**

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

**I. Procedural History**

1. Defendant is a Maryland-based healthcare organization that operates a network of specialty clinics that provide venous insufficiency treatment to patients. During the normal course of operating its clinics, Defendant collects, maintains, and stores its patients' Private Information.

2. On October 6, 2024, Defendant noticed suspicious activity within its computer systems and network. In response, Defendant launched an investigation which revealed that between October 1, 2024, and October 6, 2024, an unauthorized user accessed the Private Information of 448,186 of Defendant's patients.

3. On about December 12, 2024, Defendant began notifying individuals that their Private Information may have been impacted in the Data Incident.

4. On December 12, 2024, Plaintiff, Aida Khalil, who had received one of the notice letters sent in December 2024, filed a complaint against Defendant asserting several causes of

---

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

action related to the Data Incident. [ECF No. 1].

5. Following the filing of Plaintiff Khalil's complaint, Defendant was named a defendant in five other Related Actions that were materially and substantively identical, as they had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

6. On December 20, 2024, Plaintiff Khalil filed a Motion to Consolidate the Related Actions, Appoint Interim Class Counsel, and to Set a Schedule. [ECF No. 3]. On December 23, 2024, the Court granted the motion consolidating all actions into *Khalil*, renaming the Action to the one styled above, and appointing Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis as Interim Class Counsel. [ECF No. 5].

7. On February 21, Plaintiffs filed the Consolidated Complaint in this Action, adding additional plaintiffs, and alleging causes of action for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, invasion of privacy, declaratory and injunctive relief, and violation of the Illinois Consumer Fraud Act. [ECF No. 21].

8. Shortly thereafter, in an effort to conserve resources, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator and former federal judge Wayne Andersen. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded. The Parties also exchanged written mediation statements in advance of the mediation.

9. On March 13, 2025, the Plaintiffs filed an Unopposed Motion to Stay Pending Mediation. [ECF No. 34]. The Court granted the motion on the following day. [ECF No. 35].

10. The Parties participated in a mediation on April 3, 2025. Following a full day of negotiations, the Parties reached an agreement on the material terms of a classwide settlement.

11. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made related to the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the Complaint (and similarly does not concede any of the allegations in the other complaints in the Related Actions), and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, on the following terms and conditions.

## II. Definitions

12. “**Action**” means the consolidated class action lawsuit entitled: *In Re Center for Vein Restoration Data Incident*; Case No. 8:24-cv-03593 (D. Md.), inclusive of all Related Actions.

13. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

14. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

15. “**Cash Payment**” means compensation payable to Settlement Class Members who submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

16. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00 per Settlement Class Member, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section V herein.

17. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit consisting of an estimated \$100.00 cash payment per Settlement Class Member, that Settlement Class Members may elect under Section V herein.

18. “**Claim**” means the submission of a Claim Form by a Claimant for a Cash Payment and/or Medical Monitoring.

19. “**Claim Form**” means the proof of claim, substantially in the form attached hereto

as *Exhibit 3*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. “**Claim Form Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set 15 days before the initial scheduled Final Approval Hearing or such other date as ordered by the Court in the Preliminary Approval Order. The Claim Form Deadline shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment and/or Medical Monitoring.

21. “**Claimant**” means a Claimant who submits a Claim Form.

22. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

23. “**Class Counsel**” means Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis.

24. “**Class List**” means a list of Settlement Class Members' names and postal addresses that Defendant shall prepare and provide to the Settlement Administrator as set forth in Section VIII.

25. “**Class Representatives**” mean the Plaintiffs who are approved by the Court in the Preliminary Approval Order and the Final Approval Order to serve as representatives on behalf of the Settlement Class.

26. “**Complaint**” or “**Consolidated Complaint**” means the Consolidated Complaint filed by Plaintiffs on February 21, 2025.

27. “**Court**” means the United States District Court for the District of Maryland and

the Judge(s) assigned to the Action.

28. “**Data Incident**” means the cybersecurity incident that took place between October 1, 2024, and October 6, 2024, involving the Defendant and that Plaintiffs allege resulted in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

29. “**Defendant**” means Center For Vein Restoration (MD), LLC, the defendant in the Action.

30. “**Defendant’s Counsel**” means Michael S. Nadel and David P. Saunders of McDermott Will & Emery LLP.

31. “**Effective Date**” The Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

33. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

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

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately,

determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

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

37. “**Medical Monitoring**” means the two years of medical/data monitoring that Settlement Class Members may elect to receive pursuant to Section V herein.

38. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

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

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

41. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone line.

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

43. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

44. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

45. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

46. “**Plaintiffs**” means Aida Khalil, Edward Cameron, Jessica Kayrouz, Katrina Kelley, Lee Conrad, Patricia Knott, Colleen Baird, Gary Scott, Marie E. Wengert, Carla Jackson and Barbara Voron.

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

48. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

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

50. “**Private Information**” means information collected by Defendant pertaining to its current and former patients, including, but not limited to, names, addresses, Social Security numbers, dates of birth, laboratory data, financial data, employee data, and business data.

51. “**Related Actions**” means Edward Cameron v. Center for Vein Restoration (MD), LLC, No. 8:24-03654 (D. Md.); Jessica Kayrouz v. Center for Vein Restoration (MD), LLC, No. 8:24-cv-03667 (D. Md.); Katrina Kelley v. Center for Vein Restoration (MD), LLC, No. 8:24-03676 (D. Md.); Lee Conrad v. Center for Vein Restoration (MD), LLC, No.8:24-cv-037032 (D.

Md.); and Patricia Knott v. Center for Vein Restoration (MD), LLC, No. 8:24-cv-03707 (D. Md.).

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

53. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, judgments, suits, penalties, remedies, matters or issues, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

54. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees

55. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. “**Service Awards**” means the payment the Court may award the Plaintiffs for

serving as Class Representatives, which is in addition to the Cash Payment and Medical Monitoring they are entitled to Claim as Settlement Class Members.

57. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, Inc. or Epiq.

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

59. “**Settlement Agreement**” or “**Settlement**” or “**Agreement**” means this agreement entered into by the Plaintiffs and the Defendant.

60. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and agents of Defendant; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

62. “**Settlement Class Member Benefits**” means the Cash Payment and Medical Monitoring that Settlement Class Members may elect to Claim pursuant to Section V herein, along with the business practice changes described therein.

63. “**Settlement Fund**” means the non-reversionary amount to be paid by, or on behalf of the Defendant, totaling Three Million, Five Hundred and Fifty Thousand Dollars and Zero Cents (\$3,550,000.00), this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

64. “**Settlement Website**” means the website the Settlement Administrator will

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

65. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

66. Within 30 days of the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the Settlement Administration Costs through the anticipated date of Final Approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant and Class Counsel. Defendant shall deposit the balance of

the Settlement Fund into the same account within 30 days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed IRS Form W-9, along with other necessary forms and information, to Defendant's Counsel within two days of entry of the Preliminary Approval Order.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account by the Settlement Administrator. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes associated with the Settlement Fund or the Escrow Account. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). Each Plaintiff and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her related to the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Settlement Class Members who are current or former employees of the Defendant shall be allocated as non-wage compensation.

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

69. As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Administration Costs; (2) attorneys fees, costs and Service Awards as approved by the Court; (3) Cash Payments; (4) the cost of obtaining Medical Monitoring codes for Settlement Class Members; and (5) transfer of any remainder funds to one or more designated *cy pres* recipients. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph rest solely with the Settlement Administrator and neither Defendant nor Defendant's Counsel shall have any responsibility with respect to effectuating such payments.

#### **IV. Certification of the Settlement Class for Settlement Purposes**

70. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, the Effective Date does not occur, or this Settlement Agreement is terminated in accordance with its terms, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. The Action shall proceed as those the Settlement Class had never been certified. Plaintiffs, Class Counsel, and

members of the Settlement Class or their representatives shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Consideration**

71. When submitting a Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Additionally, Settlement Class Members may elect to receive Medical Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected. All Valid Claims for Cash Payment A – Documented Losses shall be paid out of the Settlement Fund.

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a flat cash payment in an estimated amount of \$100.00. All Valid Claims for Cash Payment B – Alternate Cash, shall be paid out of the Settlement Fund.

**c. Medical Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of Medical Monitoring through CyEx’s Medical Shield product. The Medical Monitoring will include dark web monitoring, \$1 million dollars of medical identity theft insurance, real-time authentication alerts, high-risk transaction monitoring, security free assist, and victim assistance. The expense of obtaining Medical Monitoring shall be paid out of the Settlement Fund by the Settlement Administrator.

72. ***Pro Rata Adjustments on Cash Payments*** – Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata*. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Medical Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

73. **Business Practice Changes** – Following the Data Incident, Defendant implemented a number of business practice changes and security enhancement designed to prevent future data security incidents, including, but not limited to segmenting its network environment, rotating access credentials, strengthening end point detection settings, increasing use of multi-

factor authentication for service accounts, training employees through simulated phishing emails, enhancing backup methods, updating firewall settings, and implementing periodic vulnerability scanning across its network.

**VI. Settlement Approval**

74. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant, as reflected in *Exhibit 4* to this Agreement.

75. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint the Plaintiffs named in the motion as Class Representatives, and Jeff Ostrow David Lietz, A. Brooke Murphy, and Andrew Shamis as Class Counsel, for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

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

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

77. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement or as ordered by the Court, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments and Medical Monitoring activation codes to Settlement Class Members who submit Valid Claims.

78. The Settlement Administrator's duties include:

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

inquiries;

- g. Responding to any mailed Settlement Class Member inquiries;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- k. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- l. Sending Settlement Class Members who elect Medical Monitoring emails instructing how to activate their Medical Monitoring service.
- m. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;
- n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and
- o. Any other Settlement administration function at the instruction of Class

Counsel and Defendant or the Court, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Monitoring access information have been properly distributed.

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

79. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order.

80. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

81. The Postcard Notice shall be in the form approved by the Court, and substantially the same as set forth in *Exhibit 1*.

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

83. The Long Form Notice also shall be in the form approved by the Court and substantially the same as set forth in *Exhibit 2*.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

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

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

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

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

85. The Settlement Administrator shall perform reasonable address traces for Postcard

Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

86. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

**IX. Claim Form Process and Disbursement of Settlement Class Member Benefits**

87. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and/or Medical Monitoring and how to submit a Claim Form.

88. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

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

90. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

92. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or

e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is deemed to be fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

97. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

98. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select

from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of one-hundred and 180 days to cash a mailed check or select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

99. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Medical Monitoring with information on how to enroll in the Medical Monitoring, including the activation code.

**X. Final Approval Order and Final Judgment**

100. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing

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

- a. Determine that the Settlement is fair, adequate and reasonable;

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

**XI. Service Awards, Attorneys' Fees and Costs**

102. *Service Awards* – The Class Representatives may seek Service Awards of up to \$1,500 each, subject to Court approval. Service Awards shall be payable out of the Settlement Fund within 35 days of the Effective Date. The Service Awards, at Class Counsel's instruction, shall be payable by the Settlement Administrator either to Class Counsel (on behalf of the Class Representatives) or to the Class Representatives directly. Class Counsel will provide the Settlement Administrator with instructions in advance of the Final Approval Hearing.

103. *Attorneys' Fees and Costs* – Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 35 days of the Effective Date. Class Counsel will provide the Settlement

Administrator with instructions in advance of the Final Approval Hearing

104. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

**XII. Disposition of Residual Funds**

105. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Electronic Privacy Information Center ([www.epic.org](http://www.epic.org)) as the *cy pres* recipient.

**XIII. Releases**

106. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Settlement Class Member expressly waives all rights under California Civil Code section 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.

Furthermore, Plaintiffs herein acknowledge that the effect and import of the provisions of Section 1542 of the California Civil Code, and any equivalent or similar state law, has been explained to them by their own counsel. Plaintiffs acknowledge and agree that this waiver of rights under Section 1542 of the California Code, and any equivalent or similar state law, has been separately bargained for and are essential and material terms of this Settlement Agreement, without which the Settlement Agreement would not have been entered into.

107. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

108. Individuals who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

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

#### **XIV. Termination of Settlement**

110. This Agreement shall be subject to and is expressly conditioned on the occurrence

of all of the following events:

- a. Entry by the Court of the Preliminary Approval Order;
- b. Entry by the Court of the Final Approval Order; and
- c. The Effective Date has occurred.

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

112. Defendant may also unilaterally terminate this Settlement Agreement on 7 days' written notice to Class Counsel if more than 3% of Settlement Class Members submit valid Opt-Out Requests.

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

114. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

**XV. Effect of Termination**

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

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

**XVI. No Admission of Liability**

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

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

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

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

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

Agreement or the Releases contained herein.

**XVII. Miscellaneous Provisions**

122. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld.. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

123. ***Non-Disparagement.*** The Parties agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as the Action, the settlement, this Settlement Agreement, and any discussions, interactions, or negotiations of the settlement by the Parties and their counsel.

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

the context so indicates.

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

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

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

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

129. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

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

131. ***Deadlines.*** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to

“days” in this Settlement Agreement shall refer to calendar days unless otherwise specified.

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

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

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

**If to Plaintiffs or Class Counsel:**

Jeff Ostrow  
**Kopelowitz Ostrow P.A.**  
1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
ostrow@kolawyers.com

David Lietz  
**Milberg Coleman Bryson  
Phillips & Grossman PLLC**  
5335 Wisconsin Ave. NW, Ste. 440  
Washington, D.C. 20015  
dlietz@milberg.com

A. Brooke Murphy  
**Murphy Law Firm**  
4116 Will Rogers Parkway, Ste. 700  
Oklahoma City, OK. 73108  
abm@murphylawfirm.com

Andrew Shamis  
**Shamis & Gentile, P.A.**  
14 N.E. 1<sup>st</sup> Ave., Ste. 705  
Miami FL 33132  
ashamis@shamisgentile.com

**If to Defendant or Defendant's Counsel:**

Michael S. Nadel  
David P. Saunders  
**McDermott Will & Emery LLP**  
444 West Lake St., Ste. 4000  
Chicago, IL 60606  
mnadel@mwe.com  
dsaunders@mwe.com

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

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

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

137. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

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

139. **Integration of Exhibits.** Any exhibits to this Settlement Agreement are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

140. **Severability.** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

141. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*

**CLASS COUNSEL (for Plaintiffs and the Settlement Class)**

*Jeffrey Ostrow*

Jeffrey Ostrow (Apr 28, 2025 13:55 EDT)

**Jeff Ostrow**

KOPELOWITZ OSTROW P.A.

*David Lietz*

**David Lietz**

MILBERG COLEMAN BRYSON  
PHILLIPS & GROSSMAN PLLC

*A. Brooke Murphy*

**A. Brooke Murphy**

MURPHY LAW FIRM

*andrew shamis*

**Andrew Shamis**

SHAMIS & GENTILE P.A.

**DEFENDANT CENTER FOR VEIN  
RESTORATION (MD), LLC**

By  
Its

**COUNSEL FOR CENTER FOR VEIN  
RESTORATION (MD), LLCL**

*David P. Saunders*

**David P. Saunders**

MCDERMOTT WILL & EMERY LLP

**CLASS COUNSEL** (for Plaintiffs and the Settlement Class)

*Jeffrey Ostrow*

Jeffrey Ostrow (Apr 28, 2025 13:55 EDT)

**Jeff Ostrow**

KOPELOWITZ OSTROW P.A.

*David Lietz*

**David Lietz**

MILBERG COLEMAN BRYSON  
PHILLIPS & GROSSMAN PLLC

*A. Brooke Murphy*

**A. Brooke Murphy**

MURPHY LAW FIRM

*andrew shamis*

**Andrew Shamis**

SHAMIS & GENTILE P.A.

**DEFENDANT CENTER FOR VEIN  
RESTORATION (MD), LLC**

*Sanjiv Lakhnani*

By **Sanjiv Lakhnani, MD**  
Its **Member**

**COUNSEL FOR CENTER FOR VEIN  
RESTORATION (MD), LLCL**

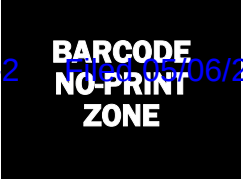
*David P. Saunders*

**David P. Saunders**

MCDERMOTT WILL & EMERY LLP

**EXHIBIT 1**  
**(POSTCARD NOTICE)**

CVRData Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX



Court-Approved Legal Notice

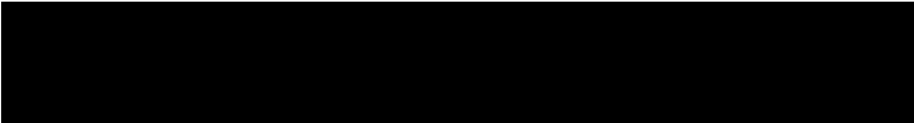
**If you previously received notice that your Private Information may have been accessed in the Data Incident involving Center for Vein Restoration (MD), LLC that took place between October 1, 2024, and October 6, 2024, you may be entitled to Settlement Class Member Benefits.**

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

**This notice is a summary.** Learn more about the Settlement at [www.XXXXX.com](http://www.XXXXX.com), or by calling toll free 1-XXX-XXX-XXX.

<<UNIQUEID>>

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



Case 8:24-cv-08593-DLB Document 39-2 Filed 05/06/25 Page 42 of 60

A \$3,550,000 settlement has been reached in a class action lawsuit against Center For Vein Restoration (MD), LLC (“Defendant”) in a Data Incident that took place between October 1, 2020 and October 6, 2024, involving Defendant and allegedly resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes information collected by Defendant, directly or indirectly, related to its current and former patients, including, but not limited to, names, addresses, Social Security numbers, dates of birth, laboratory data, financial data, employee data, and business data.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

**What does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of \$100; **AND**

**Medical Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring. Your Cash Payment may increase or decrease depending upon the total value of all Valid Claims.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees of up to one-third of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

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

**If your Private Information was accessed in the Data Incident involving Center For Vein Restoration (MD), LLC, that took place between October 1, 2024, and October 6, 2024, and you were sent notice, you may be entitled to Settlement Class Member Benefits.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- A \$3,550,000 settlement has been reached in a class action lawsuit against Center For Vein Restoration (MD), LLC (“Defendant”) involving a Data Incident that took place between October 1, 2024, and October 6, 2024, involving Defendant and that was alleged to have resulted in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes information collected by Defendant, directly or indirectly, related to its current and former patients, including, but not limited to, names, addresses, Social Security numbers, dates of birth, laboratory data, financial data, employee data, and business data.
- The Settlement Class includes: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member;  
**OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of \$100;  
**AND**

**Medical Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Exclude Yourself</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

**BASIC INFORMATION**

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Deborah L. Boardman of the United States District Court for the District of Maryland is overseeing this class action. The lawsuit is known as *In Re Center for Vein Restoration Data Incident*, Case No. 8:24-cv-03593 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Center For Vein Restoration (MD), LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated involving a Data Incident that took place between October 1, 2024, and October 6, 2024, involving the Defendant and that Plaintiffs alleged resulted in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes information collected by Defendant, directly or indirectly, related to its current and former patients, including, but not limited to, names, addresses, Social Security numbers, dates of birth, laboratory data, financial data, employee data, and business data.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

### 4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States who was sent notice by Defendant that your Private Information may have been impacted in the Data Incident.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) directors, officers, and agents of Defendant; and (b) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS

### 8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

#### **Cash Payment A – Documented Losses**

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of expenses incurred as a result of the Data Incident, include (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the medical monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be denied.

#### **Cash Payment B – Alternate Cash**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the estimated amount of \$100.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not deplete the entire Settlement Fund, calculated after payment for Medical Monitoring has been deducted. Alternatively, if the amount of Valid Claims exceeds the

amount of the net Settlement Fund, calculated after payment for Medical Monitoring has been deducted, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the net Settlement Fund first for payment of Medical Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

### **Medical Monitoring**

In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternative Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

### **9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

### **10. What are the Released Claims?**

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*CVR Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**Questions? Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

## 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*CVR Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

## 13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) for updates.

## EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

## 14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In Re Center for Vein Restoration Data Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*CVR Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

**15. If I opt-out can I still get anything from the Settlement?**

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

**16. If I do not opt-out, can I sue the Defendant for the same thing later?**

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit against the Defendant, speak to your lawyer in that lawsuit.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *In Re Center for Vein Restoration Data Incident*, Case No. 8:24-cv-03593.

To file an objection, you cannot also exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of all lawyers representing you in connection with the objection (if any), including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 6) The identity of all lawyers (if any) representing you as an objector, and whether they will appear at the Final Approval Hearing;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

- 8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 9) Your signature as the objector (a lawyer’s signature is not sufficient).

Class Counsel and/or Defendant’s Counsel may conduct limited discovery on any objector or objector’s counsel.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT’S COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Clerk U.S. District Court District of Maryland 6500 Cherrywood Ln Greenbelt, MD 20770</p>	<p>Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301</p> <p>David Lietz Milberg Coleman Bryson Phillips &amp; Grossman PLLC 5335 Wisconsin Ave. NW Suite 440 Washington, D.C. 20015 dlietz@milberg.com</p> <p>A, Brooke Murphy Murphy Law Firm 4116 Will Rogers Pkwy Suite. 700 Oklahoma City, OK. 73108 abm@murphylawfirm.com</p> <p>Andrew Shamis Shamis &amp; Gentile, P.A. 14 N.E. 1<sup>st</sup> Ave. Suite 705 Miami FL 33132 ashamis@shamisgentile.com</p>	<p>David P. Saunders McDermott Will &amp; Emery LLP 444 West Lake St. Suite 4000 Chicago, IL 60606</p>	<p>CVR Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx</p>

**18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement Class and will not be bound by the Settlement.

## THE LAWYERS REPRESENTING YOU

### 19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., David Lietz of Milberg Coleman Bryson Phillips & Grossman PLLC, A. Brooke Murphy of Murphy Law Firm, and Andrew Shamis of Shamis & Gentile, P.A. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

### 20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$1,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

## THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

### 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Deborah L. Boardman at the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing have not changed.

### 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, may hear objections at the hearing.

## GET MORE INFORMATION

### 24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). You may get additional information at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*CVR Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE  
REGARDING THIS NOTICE.**

**EXHIBIT 3  
(CLAIM FORM)**

**Must be postmarked or  
submitted online  
NO LATER THAN  
[DATE]**

*In Re: Center for Vein Restoration Data Breach Litigation*  
SETTLEMENT ADMINISTRATOR  
P.O. BOX \_\_\_\_\_  
PORTLAND, OR \_\_\_\_\_  
[WEBSITE]

***In Re: Center for Vein Restoration Data Breach Litigation Claim Form***

Case No. 8:24-CV-03593

**GENERAL INFORMATION**

If you received Notice of this Settlement, the Settlement Administrator identified you as a potential member of the Settlement Class because you were identified by the Defendant that your Private Information may have been impacted in the cybersecurity incident that took place between October 1, 2024, and October 6, 2024.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at [WEBSITE]. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.**

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**You may submit a Claim for one of the Cash Payment options:**

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member. Supporting documentation is required.

**OR**

2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$100.

The actual amount of your Cash Payment (A or B) will be determined based on the amount remaining in the Settlement Fund, if any, after the payment of Medical Monitoring. The amount may increase or decrease and will be *pro rata* based upon the total value of all Valid Claims received.

**AND**

**Medical Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

\* \* \*

*Please note: the Settlement Administrator may contact you to request additional documents to process your Claim. Your **Cash Payment** may increase or decrease depending on the number of Valid Claims filed.*

For more information and complete instructions visit [WEBSITE]

**Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.**

Questions? Visit [WEBSITE] or call [TOLL-FREE NUMBER]

Contact Information

1. NAME (REQUIRED):

First Name MI Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address Apt. No. City State ZIP Code

3. PHONE NUMBER:

Phone number input fields

4. EMAIL ADDRESS:

Email address input field

5. UNIQUE ID, located on the front of the notice you received from the Settlement Administrator:

Unique ID input field

Medical Monitoring Services

You may be eligible to receive free Medical Monitoring services.

All Settlement Class members are eligible to claim Medical Monitoring services.

Please select the checkbox if you want the Medical Monitoring services for which you are eligible.

Medical Monitoring services: I want to receive two free years of Medical Monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your email address or home address after the Settlement is final. Enrollment in this service will not require any payments by you.

### Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to \$5,000 total from the Settlement Fund. Eligible losses include those incurred on or after October 1, 2024, up to the date of filing your Claim.

It is important for you to send documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts are insufficient for reimbursement but can be used to add clarity or support other submitted documentation.

To look up more details about how the Cash Payments work, visit [WEBSITE] or call toll-free 1-XXX-XXX-XXXX. Please also review the Notice on the Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.  <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident.  <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>

Questions? Visit [WEBSITE] or call [TOLL-FREE NUMBER]

**Cash Payment B – Alternate Cash**

Instead of Cash Payment A, you may elect to receive an Alternate Cash payment, estimated to be \$100. Your Alternate Cash payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment based upon the total value of all Valid Claims.

**By checking this box, I affirm I want to receive an Alternate Cash payment under Cash Payment B.**

**Signature**

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date:   -   -      
MM DD YYYY

Print Name

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

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

*IN RE CENTER FOR VEIN RESTORATION  
DATA BREACH LITIGATION*

CASE NO. 8:24-CV-03593

---

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. \_\_), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Center for Vein Restoration (MD), LLC (“CVR,” or “Defendant” and together with Plaintiffs, the “Parties”). The Settlement Agreement<sup>1</sup> with accompanying exhibits is attached as *Exhibit A* to Plaintiffs’ Memorandum of Law in Support of their Motion for Preliminary Approval.

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) officers, directors, and agents of CVR; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff. It is estimated that there are 448,186 persons potentially in the Settlement Class.

---

<sup>1</sup> All capitalized terms in this Preliminary Approval Order have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A to the Memorandum of Law in Support of Plaintiffs’ Motion for Preliminary Approval.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representatives and Settlement Class Counsel.**

The Court finds that Plaintiffs, Aida Khalil, Edward Cameron, Jessica Kayrouz, Katrina Kelley, Lee Conrad, Patricia Knott, Colleen Baird, Gary Scott, Marie E. Wengert, Carla Jackson, and Barbara Voron, will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives for settlement purposes. Additionally, the Court finds that Jeff Ostrow of Kopelowitz Ostrow P.A.; David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC; A. Brooke Murphy of Murphy Law Firm; and Andrew Shamis of Shamis &

Gentile P.A. will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1) for settlement purposes.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025, at the United States District Court, 101 West Lombard Street, Baltimore, MD 21201, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the

releases set forth in the Settlement Agreement; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be approved pursuant to Fed. R. Civ. P. 23(h).

6. **Settlement Administrator.** The Court appoints Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator, with responsibility for Settlement Class Notice and Settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees and costs will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as Exhibits 1-3 are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, 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) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Maryland Constitutions. The

Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must include the Settlement Class Member's name, address, telephone number, and e-mail address (if the Settlement Class Member has one), stating that the Settlement Class Member requests exclusion from the Settlement Class, include a statement indicating a request to be excluded from the Settlement Class, and must be signed by the Settlement Class Member. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is to be 30 days prior to the initial scheduled Final Approval Hearing, and as stated in the Notice.

A complete list of all Settlement Class Members who submitted timely, valid exclusion requests (opt-outs) will be filed with the Court as part of the declaration or affidavit of the Settlement Administrator, at the same time that Plaintiffs file their Motion for Final Approval of the Class Action Settlement.

If a Final Approval Order and judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall

not receive any Settlement Class Member Benefits and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection deadline and as stated in the Notice. The Long Form Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Form Notice, and to the attorneys for the Parties at their addresses specified in the Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections and this date shall be 30 days prior to the initial scheduled Final Approval hearing. Any such notices of an intent to object to the Settlement Agreement must be written and must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has

made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Further, Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing shall file with the Court, and shall serve on Class Counsel and Defendant's Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Objection Deadline.

Any Settlement 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/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Section VIII of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order approving the Settlement Agreement, or judgment entered upon final approval, shall be appealable under the Federal Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Class Counsel and Defendant's Counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Administrator will be responsible for effectuating the Claims Process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment are entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the

Parties and shall not be used in the Action or in any other proceeding for any purpose; and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

If Defendant voids the Settlement Agreement according to its terms, Defendant will be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the Action or from Class Counsel.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and judgment are not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<b><u>Following Preliminary Approval</u></b>	
Defendant provides Class List to the Settlement Administrator	10 days after entry of Preliminary Approval Order
Notice Date	30 days after entry of Preliminary Approval Order
Motion for Final Approval, including Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Claims Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, ____ 2025, at _____ AM/PM

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
 Hon. Deborah L. Boardman  
 United States District Court Judge

# EXHIBIT B

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

*In re Center for Vein Restoration Data  
Breach Litigation*

Civil Action No. 1:24-cv-3593

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

We, Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis, being competent to testify, make the following declaration:

1. We are Interim Class Counsel<sup>1</sup> and proposed Class Counsel for the Settlement Class in the Action. We submit this declaration in support of Plaintiffs' Motion for Preliminary Approval. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This Action concerns the Data Incident that Defendant asserts occurred between October 1, 2024, and October 6, 2024, involving Center for Vein Restoration (MD), LLC.

3. On or about December 12, 2024, Defendant began notifying individuals that their Private Information may have been impacted in the Data Incident.

4. On December 12, 2024, Plaintiff Aida Khalil filed a complaint against Defendant asserting several causes of action related to its role in the Data Incident.

---

<sup>1</sup> All capitalized terms in this Preliminary Approval Order have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval.

5. Following the filing of Plaintiff Khalil's complaint, Defendant was named a defendant in five other Related Actions that were materially and substantively similar, as they had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

6. Plaintiffs filed a coordinated Motion to Consolidate the Related Actions, Appoint Interim Class Counsel, and to Set a Schedule on December 20, 2024. [ECF No. 3]. On December 23, 2024, the Court granted the motion consolidating all actions into *Khalil* and appointing Jeff Ostrow, David Lietz, A. Brooke Murphy, and Andrew Shamis as Interim Class Counsel. [ECF No. 5].

7. The Consolidated Complaint was filed on February 21, 2025, adding plaintiffs and alleging causes of action for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, invasion of privacy, declaratory and injunctive relief, and violation of the Illinois Consumer Fraud Act. [ECF No. 21].

8. Shortly after the Consolidated Complaint was filed, the Parties began discussing settlement options and scheduled a mediation with experienced data breach class action mediator, Hon. Wayne R. Andersen of JAMS, for April 3, 2025.

9. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant, to which Defendant responded. The Parties also exchanged detailed mediation statements in advance of the mediation outlining their positions on various issues cogent to the Action and providing the authority they relied upon in forming those positions.

10. The information the Parties exchanged before mediation allowed Plaintiffs and Class Counsel to enter settlement negotiations with substantial information about the facts and merits of the legal claims. Plaintiffs and Class Counsel reviewed key documents and information,

which, in consultation with their data security experts, allowed them to confidently evaluate the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial.

11. During the mediation, the Parties thoroughly discussed and vetted the facts and law as Judge Andersen engaged in a critical analysis of the Parties' arguments.

12. After a full day of mediation, the Parties reached an agreement, the terms of which are memorialized in the Settlement Agreement.

13. The Releases contained in the Settlement Agreement are tailored to claims arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

14. The timing of the Claim process outlined in the Settlement Agreement is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement, compile documents supporting their Claims, and determine whether they would like to submit a Claim, opt-out, or object.

15. The Settlement was reached in the absence of collusion and is the result of good faith, informed, and extensive arm's-length negotiations between competent and experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of this Action.

16. Further, Class Counsel represent that attorney's fees and service awards for Class Representatives were not discussed until the substantive portions of the Settlement had been agreed upon by the Parties.

17. Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. This experience proved beneficial to Plaintiffs and the Settlement Class during settlement negotiations.

18. Class Counsel have devoted substantial time and resources to vigorously prosecute this Action and will continue to do so. Specifically, we have litigated this Action, including evaluating the claims, preparing comprehensive pleadings, serving pre-mediation discovery, complying with Court orders and requirements, participating in a mediation that ultimately resulted in this Settlement, and worked to negotiate and prepare the Settlement Agreement and its exhibits.

19. The benefits available to Settlement Class Members, as set forth in the Agreement, are favorable in light of the risks of continued litigation.

20. Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class Members have no diverging interests.

21. Plaintiffs have cooperated with Class Counsel and assisted in providing essential information in the preparation of the complaints filed in this Action. Plaintiffs have also diligently and adequately prosecuted this Action by, among other things, reviewing filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, reviewing the Agreement, and accepting the class-wide Settlement. Plaintiffs are committed to continue prosecuting this Action through Final Approval and protecting the interests of the Settlement Class. Class Counsel shall apply to the Court for Service Awards of up to \$1,500.00 for each Plaintiff for serving as Class Representatives. The Service Awards shall be paid from the Settlement Fund. Class Counsel will formally request the Service Awards in an Application for

Attorneys' Fees, Costs, and Service Awards that will be filed no less than 45 days before the Final Approval Hearing.

22. Class Counsel has adequately represented the interests of the Settlement Class. Class Counsel has devoted substantial time and resources to this Action, are qualified to represent the Settlement Class, and will, along with the Class Representatives, vigorously protect the interests of the Settlement Class.

23. Class Counsel have no conflicts of interest with the Settlement Class, and the Parties did not discuss Service Awards or attorneys' fees and costs until after an agreement had been reached on all material settlement terms regarding Settlement Class Member Benefits.

24. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs and expenses. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable litigation costs, which shall be paid from the Settlement Fund. Class Counsel will formally request their attorneys' fees and costs through an Application for Attorneys' Fees, Costs, and Service Awards that will be filed no less than 45 days before the Final Approval Hearing.

25. With the Court's approval, the Parties have agreed to use Epiq for purposes of disseminating Notice and administering the Settlement. Epiq is a well-respected and reputable third-party administrator that was mutually selected by the Parties. Epiq is highly qualified to manage the entire settlement administration process. The Parties will jointly oversee Epiq.

26. Class Counsel is familiar with the claims they have litigated. As can be seen from their resumes, attached as *Exhibits 1-4*, Class Counsel have significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources

dedicated to past and present data breach litigation across the country, and have recovered hundreds of millions of dollars for the classes we have represented.

27. Class Counsel believe the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The Agreement provides significant and concrete benefits to over 400,000 individuals.

28. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this matter proceeded to trial.

29. However, Class Counsel are also pragmatic and understand the legal uncertainties associated with continued litigation, which would be lengthy and expensive. Data breach litigation is often difficult and complex. Recovery, if any, by any means other than settlement would require additional years of litigation and possibly an appeal. Without the Settlement, the Parties faced the possibility of litigating this Action through the completion of fact discovery, class certification, expert discovery, summary judgment, trial, and appeals, which would be complex, time-consuming, and expensive. Continued litigation could have impeded the successful prosecution of these claims at trial and in an eventual appeal – resulting in zero benefit to the Settlement Class. Further, since the Court had not yet certified a class at the time the Agreement was executed, it is unclear whether certification would have been granted. Briefing class certification would have required the Parties to expend significant resources.

30. Although the Parties settled relatively early in litigation, the settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

31. Under the circumstances, the Settlement represents a highly favorable compromise that balances the merits of Plaintiffs' claims and the likelihood of succeeding at trial and on appeal

with the attendant risks. The inherent uncertainty in litigation presents a risk to Plaintiffs of expending time and money on this case with the possibility of no recovery at all.

**CLASS COUNSEL’S RECOMMENDATION**

32. Our collective years of experience representing individuals in complex class actions—including data breach actions—informed Plaintiffs’ settlement position, and the needs of Plaintiffs and the proposed Settlement Class. While we believe in the merits of the claims brought in this Action, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon our collective substantial experience, it is our opinion that the proposed settlement of this matter provides significant relief to the members of the Settlement Class and warrants the Court’s preliminary approval. The Settlement is well within the range of other data breach settlements in the relief that it provides.

33. The Settlement requires Defendant to establish a non-reversionary common fund of \$3.55 million dollars. The Settlement’s terms are designed to address the alleged potential harms caused by the Data Incident by providing cash compensation to the persons whose information was allegedly impacted by the Data Incident and reimbursing their economic losses, and providing medical monitoring to prevent future harm. Specifically, under the Settlement, all Settlement Class Members shall have the opportunity to submit a claim for alternative cash payments, including: (a) reimbursement of documented losses traceable to the Data Incident up to \$5,000 OR (b) an alternative payment of \$100 (subject to *pro rata* adjustments) from the Settlement Fund. Further, all Settlement Class Members will be eligible to receive two years of Medical Monitoring through CyEx. Lastly, all Settlement Class Members will benefit from business practice changes and remedial measures taken by Defendant.

34. This Settlement – with a per person recovery of \$7.92 per person (based only upon the \$3.55 million cash portion of the Settlement benefit), is within the range of reasonableness for similar cases, including at least one that was finally approved by another judge of this Court. *See Foster et al. v. Lower, LLC*, CA 1:22-CV-1581 (D. Md.) (approving \$1,425,000 non-reversionary common fund for 180,865 class members, equaling \$7.87 per person) (final approval granted December 4, 2023, ECF No. 48). The amount offered in settlement here is completely consistent with the scale of this litigation.

35. This result is particularly favorable given the risks of continued litigation. Plaintiffs faced serious risks prevailing on the merits, including proving injury and causation, as well as risk at class certification and at trial, and surviving appeal. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to the Settlement Class Members now as opposed to after years of risky litigation.

36. The Settlement’s benefits unquestionably provide a favorable result to the Settlement Class Members, placing the Settlement well within the range of possible final approval and satisfying the requirements for preliminary approval under applicable law. Therefore, the Court should grant preliminary approval.

37. Additionally, the Notice Plan contemplated by the Settlement is designed to be the best practicable and to meet all the criteria set forth by the Manual for Complex Litigation and is consistent with other class action notice programs that have been approved by courts.

38. Specifically, it provides for direct and individual notice to be provided to all Settlement Class Members via mail from the contact information provided by the Settlement Class Members when they transacted with Defendant. In addition to the individual direct notice provided, the Claims Administrator will establish and maintain a dedicated Settlement Website

that will be updated throughout the claims period with the forms of Postcard Notice, Long Form Notice, and Claim Form approved by the Court, as well as the Settlement Agreement and other relevant court documents. The Settlement Administrator will also maintain a toll-free telephone line for Settlement Class Members to obtain additional information.

39. The Notices being provided to Settlement Class Members are also clear and straightforward, defining the Settlement Class and setting forth the options available to Settlement Class Members under the Settlement Agreement, as well as the deadlines for taking action. The Notices also describe the essential terms of the Settlement, disclose the requested service award for the Class Representatives as well as the amount that proposed Settlement Class Counsel intends to seek in fees and costs, explain procedures for making claims, objections, or requesting exclusion, and describe the date, time, and place of the Final Approval Hearing.

40. The above is consistent with our personal experience and is evidence that Plaintiffs and Class Counsel have not only negotiated fair, reasonable, and adequate compensation, but have also implemented the means to get the Settlement Class Member Benefits into the hands of Settlement Class Members.

41. In sum, it is our opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits made available to the Settlement Class, as well as the risks and delays attendant to further protracted litigation that can be avoided through this Settlement. This view is informed by proposed Class Counsel's decades of work and experience successfully litigating complex actions, including dozens of data breach class actions.

42. We represent on behalf of the Plaintiffs that there are no agreements related to the Settlement other than those reflected in the Settlement Agreement itself and an agreement with

Epiq to perform notice and settlement administration services in the event the Settlement is preliminarily approved by the Court.

43. Plaintiffs, as proposed Settlement Class Representatives, have also demonstrated their adequacy to serve in such a capacity by (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Settlement Class Counsel to permit the investigation and development of their respective complaints; (iii) being available as needed throughout the litigation and negotiation of the Settlement; and (iv) monitoring the Action. Plaintiffs do not have any interests antagonistic to other Settlement Class Members.

44. It is our opinion that the proposed Settlement is fair, reasonable, and adequate and is an outstanding result for the Settlement Class Members.

Pursuant to 28 U.S.C. § 1746, we each declare under penalty of perjury of the United States of America that the foregoing is true and correct.

Dated May 6, 2025.

/s/ Jeff Ostrow  
Jeff Ostrow

/s/ David K. Lietz  
David K. Lietz

/s/ A. Brooke Murphy  
A. Brooke Murphy

/s/ Andrew J. Shamis  
Andrew J. Shamis

# EXHIBIT 1



## FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

---

WHO  
WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

---

## MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

---

## OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

---

## FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).

**CLASS ACTION AND MASS TORTS****FINANCIAL  
INSTITUTIONS**

*Aseltine v. Bank of America, N.A.*, 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

*McNeil v. Capital One, N.A.*, 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift. v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blabut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

# DATA BREACH AND PRIVACY

*In re: Fortra*, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel

*Crove, et al. v. Managed Care of North America, Inc.*, 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel

*Malinowski, et al. v. IBM Corp. and Johnson & Johnson*, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel

*Gordon, et al. v. Zeroed-In Technologies, LLC, et al.*, 1:23-CV-03284 (D. Md.) – Co-Lead Counsel

*Harrell, et al. v. Webtpa Employer Services LLC*, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel

*Gambino, et al. v. Berry Dunn Mcneil & Parker LLC*, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel

*Isaac v. Greylock McKinnon Associates, Inc.*, 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel

*Rodriguez, et al. v. Caesars Entertainment, Inc.*, 2:23-CV-01447 (D. Nev.) - Steering Committee Chair

*Owens v. MGM Resorts International*, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee

*Doyle v. Luxottica of America, Inc.*, 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee

*Doe, et al. v. Highmark, Inc.*, 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee

*Silvers, et al. v. HCA Healthcare, Inc.*, 1:23-cv-01003-LPH (S.D. In.) - Executive Committee

*In re: 21st Century Oncology*, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million

*In re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

*Mathis v. Planet Home Lending, LLC*, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million

*Stadnik v. Sovos Compliance, LLC*, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million

*Turner v. Johns Hopkins, et al.*, 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million

*Peterson v. Vivendi Ticketing US LLC*, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million

*Katz et al. v. Einstein Healthcare Network*, No. 02045 (Phila C.P.) - \$1.6 million

*Opris et al v. Sincera Reproductive Medicine et al*, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

*Garza et al v. Healthalliance, Inc. et al*, No. 7245012023 (N.Y. Sup. Ct.) - \$1.29 million

---

*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million

*Paris, et al. v. Progressive Select Ins. Co., et al.*, 19-21760-CIV (S.D. Fla. 2023) - \$38 million

*Spielman v. USAA, et al.*, 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million

*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million

*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million

*Vandiver v. MD Billing Ltd.*, 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million

*Skerandel v. Costco Wholesale Corp.*, 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million

*Evans v. Church & Dwight Co., Inc.*, 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million

*In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig.*, No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million

*Perry v. Progressive Michigan, et al.*, 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel

*In re Apple Simulated Casino-Style Games Litig.*, MDL No. 2958 (N.D. Cal.) - Executive Committee

*In re Google Simulated Casino-Style Games Litig.*, MDL No. 3001 (N.D. Cal.) - Executive Committee

*In re Facebook Simulated Casino-Style Games Litig.*, No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

---

*In re Zantac Prods. Liab. Litig.*, MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel

*In re: National Prescription Opiate Litigation*, No. MDL No. 2804 (N.D. Ohio) - \$100 million

*In re: Juul Labs*, No. MDL No. 2913 (N.D. Cal.) - \$26 million

*In re: Davenport Hotel Building Collapse*, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel

*In re: 3M Combat Arms Earplug Prod. Liab. Litig.*, MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs

*In re: Stryker Prod. Liab. Lit.*, 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

---

# CONSUMER PROTECTION

# MASS TORT

# JEFF OSTROW

## Managing Partner

ostrow@kolawyers.com

954.332.4200

### *Bar Admissions*

Florida Bar

District of Columbia Bar

### *Court Admissions*

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

### *Education*

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994



Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



Partner

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

***Education***

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

***Email: [ferguson@kolawyers.com](mailto:ferguson@kolawyers.com)***

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

**Representation of the Broward Sheriff's Office**

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

**Class/Mass Actions**

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

### **Regulatory Agency Enforcement Actions**

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

### **Employment, Human Resources, and Related Matters**

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

### **Business Disputes**

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

### **Noncompetition and Trade Secret Litigation**

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar  
District of Columbia Bar

## Court Admissions

Supreme Court of the United States  
U.S. Court of Appeals for the 11th Circuit  
U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985  
Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.

# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***



Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.



Partner

***Bar Admissions***

The Pennsylvania Bar  
The New Jersey Bar

***Court Admissions***

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth,  
Tenth and Eleventh Circuits  
U.S. District Ct, Eastern District of Pennsylvania  
U.S. District Ct, Middle District of Pennsylvania  
U.S. District Ct, Western District of Pennsylvania  
U.S. District Ct, District of New Jersey  
U.S. District Ct, Eastern District of Michigan  
U.S. District Ct, Western District of Wisconsin

***Education***

Villanova University School of Law, J.D., 1999  
University of Michigan, 1996

***Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)***

---

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia’s largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld “switched sides” about 15 years ago.

Since then, he has become one of the city’s most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies’ wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ’s prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ’s Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

**KRISTEN LAKE CARDOSO**

Partner

***Bar Admissions***

The Florida Bar

The State Bar of California

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Central District of California

U.S. District Court, Eastern District of California

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

***Education***

Nova Southeastern University, J.D., 2007

University of Florida, B.A., 2004

***Email: cardoso@kolawyers.com***

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

**STEVEN SUKERT**

Partner

***Bar Admissions***The Florida Bar  
The New York Bar***Court Admissions***United States District Court, Southern District of Florida  
United States District Court, Middle District of Florida  
United States District Court, Southern District of New York  
United States District Court, Eastern District of New York  
United States District Court, Northern District of Illinois  
United States District Court, Central District of Illinois***Education***Georgetown University Law Center, J.D., 2018  
Northwestern University, B.S., 2010***Email: [sukert@kolawyers.com](mailto:sukert@kolawyers.com)***

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.



Associate

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

---

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

# EXHIBIT 2



# FIRM RESUME



Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

*Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.*

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands. Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

*“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”*  
- THE NEW YORK TIMES

# PRACTICE AREAS

## SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

## ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

## DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

## EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

## ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

## STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

## INFORMATION TECHNOLOGY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

## APPELLATE

Consisting of former appellate judges, experienced appellate advocates, and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

## LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation  
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation  
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation  
In re: Blackbaud Inc., Customer Data Breach Litigation  
In re: Paragard IUD Products Liability Litigation  
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation  
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation  
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation  
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation  
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation  
In re: Ortho Evra Products Liability Litigation  
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation  
In re: Kugel Mesh Hernia Patch Products Liability Litigation  
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation  
In re: Stand 'N Seal Products Liability Litigation  
In re: Chantix (Varenicline) Products Liability Litigation  
In re: Fosamax (alendronate Sodium) Products Liability Litigation  
In re: Benicar (Olmesartan) Products Liability Litigation  
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation  
In re: Risperdal and Invega Product Liability Cases  
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation  
In re: Incretin-based Therapies Product Liability Litigation  
In re: Reglan/Metoclopramide  
In re: Levaquin Products Liability Litigation  
In re: Zimmer Nexgen Knee Implant Products Liability Litigation  
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation  
In re: Propecia (Finasteride) Products Liability Litigation  
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)  
In re: Fluoroquinolone Product Liability Litigation  
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation  
In re: Recalled Abbott Infant Formula Products Liability Litigation  
Home Depot, U.S.A., Inc. v. Jackson  
Webb v. Injured Workers Pharmacy, LLC

## NOTABLE RECOVERIES

### **\$4 Billion Settlement**

In re: Prudential Insurance Co. Sales Practice Litigation

### **\$3.2 Billion Settlement**

In re: Tyco International Ltd., Securities Litigation

### **\$1.14 Billion Settlement**

In Re: Nortel Networks Corp. Securities Litigation

### **\$1 Billion-plus Trial Verdict**

Vivendi Universal, S.A. Securities Litigation

### **\$1 Billion Settlement**

NASDAQ Market-Makers Antitrust Litigation

### **\$1 Billion Settlement**

W.R. Grace & Co.

### **\$1 Billion-plus Settlement**

Merck & Co., Inc. Securities Litigation

### **\$775 Million Settlement**

Washington Public Power Supply System Securities Litigation

### **\$586 Million Settlement**

In re: Initial Public Offering Securities Litigation

# LOCATIONS

## PUERTO RICO

1311 Avenida Juan Ponce de León  
San Juan, Puerto Rico 00907

## CALIFORNIA

280 South Beverly Drive, Penthouse  
Beverly Hills, California 90212

402 West Broadway, Suite 1760  
San Diego, California 92101

## FLORIDA

201 Sevilla Avenue, Suite 200,  
Coral Gables, Florida 33134

3833 Central Avenue  
St. Petersburg, Florida 33713

## ILLINOIS

227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

## LOUISIANA

5301 Canal Boulevard  
New Orleans, Louisiana 70124

## MICHIGAN

6905 Telegraph Road, Suite 115  
Bloomfield Hills, Michigan 48301

## NEW JERSEY

1 Bridge Plaza North, Suite 675  
Fort Lee, New Jersey 07024

## NEW YORK

100 Garden City Plaza, Suite 500  
Garden City, New York 11530

405 E 50th Street  
New York, New York 10022

## NORTH CAROLINA

900 West Morgan Street  
Raleigh, North Carolina 27603

5 West Hargett Street, Suite 812  
Raleigh, North Carolina 27601

## SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101  
Mount Pleasant, South Carolina 29464

## TENNESSEE

800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

## WASHINGTON

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

17410 133rd Avenue, Suite 301  
Woodinville, Washington 98072

## WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015

## NETHERLANDS

## UNITED KINGDOM



# EXHIBIT 3



Murphy Law Firm specializes in data breach class actions, consumer protection actions, federal securities class actions, and other complex litigation.

#### Attorney Profile

The firm's founding member, A. Brooke Murphy, has successfully litigated numerous complex cases in courts across the country.

#### Education:

- Oklahoma City University (B.A., 2005, *summa cum laude*)
- University of Oklahoma College of Law (J.D., 2010, *magna cum laude*)
  - Assistant Articles Editor of OKLAHOMA LAW REVIEW

#### Admitted to practice:

- Oklahoma
- U.S. District Court for the Western District of Oklahoma
- U.S. District Court for the Northern District of Texas
- U.S. District Court for Nebraska
- U.S. District Court for Eastern District Michigan
- Tenth Circuit Court of Appeals
- First Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Second Circuit Court of Appeals

#### Publication:

- *Credit Rating Immunity? How the Hands-Off Approach Toward Credit Rating Agencies Led to the Subprime Credit Crisis and the Need for Greater Accountability*, 62 Okla. L. Rev. 735 (2010)

#### Published Decisions:

- *Green-Cooper v. Brinker Int'l, Inc.* 73 F.4th 888 (11th Cir. 2023)
- *Mulderrig v. Amyris, Inc.*, 340 F.R.D. 575 (N.D. Cal. 2021)
- *McFarlane v. Altice USA, Inc.*, 524 F. Supp. 3d 264 (S.D.N.Y. 2021)
- *In re Solara Med. Data Sec. Breach Litig.*, 613 F. Supp. 3d 1284, 1292 (S.D. Cal. 2020)
- *Mulderrig v. Amyris, Inc.*, 492 F. Supp. 3d 999 (N.D. Cal. 2020)
- *Angeley v. UTi Worldwide Inc.*, 311 F. Supp. 3d 1117 (C.D. Cal. 2018)
- *Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10th Cir. 2015)
- *Spitzberg v. Houston American Energy Corp., et al.*, 758 F.3d 676 (5th Cir. 2014)

Recognition: Oklahoma Super Lawyers, 2020, 2021, 2022, 2023

Notable Class Actions:

- *Lockridge v. Quality Temporary Services, Inc.*, Case No. 4:22-CV-12086 (E.D. Mich.), data breach class action against a staffing company for allegedly failing to protect the sensitive information of its applicants and clients. As class counsel, Ms. Murphy briefed and argued the successful opposition to defendant's motion to dismiss. After the court ruled that plaintiff had both standing and sufficiently alleged claims, Ms. Murphy secured a \$2 million non-reversionary common fund on behalf of the 71,495 class members. The settlement provided a variety of favorable benefits, including reimbursement of time up to \$175 per class member, reimbursement of expenses up to \$7,500, additional *pro rata* cash payments up to \$850 per class member, and three (3) years of credit monitoring and identity theft protection.
- *Sanders, et al., v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM (D.C.C.), data breach class action involving the exposure of current and former employees' personal information. Following extensive negotiations and exchanges of information, the case settled for impressive benefits to class members. The settlement secured the creation of a \$2.4 million common fund and provided reimbursement of time up to \$125 per class member, reimbursement of expenses up to \$5,000 per class member, additional cash payments of \$100 for class members who experienced data misuse or fraud, five (5) years of 3-bureau credit monitoring and identity theft protection, and residual cash payments up to \$95 per claimant.
- *In re: Solara Medical Supplies Data Breach Litig.*, Case No. 3:19-cv-00284-H-KSC (S.D. Cal.), data breach case involving the compromise of customers' protected health information. The case involved complex statutory claims and technical issues. As class counsel, Ms. Murphy was instrumental in litigating the case, which included nine subpoenas *duces tecum*, 13 depositions, the review of nearly a half million documents, and the preparation of numerous expert reports. The settlement secured sizeable cash payments to class members from a \$5.06 million settlement fund and meaningful injunctive relief worth in excess of \$4.7 million.
- *Mulderrig v. Amyris, Inc., et al.*, Case No. 4:19-cv-01765-YGR (N.D. Cal.), securities class action against a biopharmaceutical company and certain of its officers for alleged misrepresentations concerning the company's recognized and projected revenues. After extensive briefing and a hearing for which Ms. Murphy presented argument on behalf of plaintiffs, the class action complaint survived defendants' motion to dismiss in its entirety, despite the heightened fraud and PSRLA pleading standards. Ms. Murphy spearheaded the aggressive prosecution of the case, including the issuance of several discovery requests and subpoenas *duces tecum* as well as the review of hundreds of thousands of documents. Ms. Murphy also successfully briefed and presented oral argument in support of plaintiffs' motion for class certification. Shortly following the court's order certifying a nationwide class, the parties settled the action for a common fund of \$13.5 million.
- *McFarlane v. Altice USA, Inc.*, Case No. 20-CV-1297-JMF (S.D.N.Y.), data breach class action involving the exposure of current and former employees' personal information. The consolidated action survived multiple hurdles, including motions to dismiss, motions to compel arbitration, and challenges to standing. The case was ultimately settled and provided a fair recovery to class members, including compensation for lost time, reimbursement of expenses, 5 years of identity theft protection, and injunctive relief.

- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litig.*, MDL Case No. 17-ml-2792-D (W.D. Okla.), consumer sales practices and products liability class action against Samsung, Electronics Co., Ltd., and numerous home appliance stores for the manufacture and sale of alleged defective washing machines. The multi-district complex litigation resulted from the consolidation of 26 individual actions and brought claims on behalf of approximately 2.8 million individuals who purchased washing machines that were recalled by the U.S. Consumer Product Safety Commission. After years of litigation, a favorable settlement was secured, which brought millions of dollars' worth of benefits to consumers.
- *Angeley v. UTi Worldwide Inc., et al.*, Case No. 2:14-cv-02066-CBM-E (C.D. Cal.), securities class action against international shipping company UTi Worldwide, Inc. and its corporate officers for alleged misrepresentations about the progress of the company's implementation of its new consolidated operating system while failing to disclose the system's critical problems. The case involved extensive motion practice, a successful appeal to the Ninth Circuit Court of Appeals, more than 2 million pages of document production, multiple depositions, and ultimately a settlement that recovered 40.6% of investors' losses.
- *Lortiz v. Exide Technologies, et al.*, Case No. 2:13-cv-02607-SVW-E (C.D. Cal.), securities class action against corporate officers for alleged misrepresentations that concealed the company's environmental abuses and worsening financial condition. The case was highly technical, involving several scientific and financial experts, more than 3 million pages of document production, 26 depositions, and numerous dispositive motions. The case settled just weeks before trial for a recovery that secured 35.6% of investors' losses, despite the company being in bankruptcy.
- *Nakkhumpun v. Taylor, et al.*, Case No. 1:12-cv-01038-CMA-CBS (D. Colo.), securities class action against former officers and directors of Delta Petroleum Corporation for allegedly misrepresenting the company's financial condition and the value of its assets. The case involved significant motion practice and a successful appeal to the Tenth Circuit Court of Appeals. The case ultimately settled for a distribution to investors of 73% of their losses.
- *In re Ener1 Securities Litig.*, Case No. 11-cv-05794-PAC (S.D.N.Y.), securities class action against corporate officers of Ener1, Inc., one of the then-leading electrical vehicle manufacturers, for alleged misrepresentations relating to the company's accounting for unsold inventory and revenue recognition. Following substantial briefing, the case was settled for a recovery that provided investors with more than 40% of their losses, despite the company having filed for bankruptcy protection.
- *Wandel v. Weatherford International, Inc., et al.*, Case No. 12-cv-01305-LAK (S.D.N.Y.), shareholder derivative action against officers and directors of Weatherford International, Inc. for alleged breaches of fiduciary duty related to the improper accounting of more than \$900 million of net income over the course of several years. Despite challenging legal barriers, including complex corporate accounting issues and matters of international law (as the company was then-incorporated in Switzerland), shareholders were able to settle the case on behalf of the company and achieved significant corporate governance improvements.

# EXHIBIT 4



**SHAMIS & GENTILE, P.A.**  
CLASS ACTION LAW FIRM

---

## **Our Firm**

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, New Jersey, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

## **Who We Are**

**Andrew Shamis** is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern, Southern, Central Districts of Illinois, Northern, Middle, and Southern Districts of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern and Southern Districts of Ohio, Eastern and Western Districts of Missouri, Eastern, Western, and Northern Districts of Oklahoma, Northern, Western, Eastern, and Southern Districts of Texas, Southern District of Indiana, U.S. District Court of Colorado, U.S. District Court of Connecticut, U.S. District Court of Arizona, and the U.S. District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Mass

Arbitration, Personal Injury, Wrongful Death, as well as General Civil Litigation.

**Angelica Gentile** is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

**Garrett Berg** is a partner at Shamis & Gentile, P.A. and leads the firms' TCPA department. Mr. Berg has over 8 years of class action litigation experience and has been certified class counsel in approximately a dozen cases. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

**Edwin Elliott** is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

**Leanna Loginov** is a partner at Shamis & Gentile, P.A. and leads the firms' Data Privacy department. Ms. Loginov's practice primarily focuses on protecting individuals impacted by data breaches by ensuring their highly sensitive personal and health-related information is safeguarded. Ms. Loginov represents clients in federal and state courts across the nation. Ms. Loginov's work has helped consumers recover millions of dollars.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

### **Class Actions**

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

## Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (\$6,500,000.00 Class Settlement)
- *Angell, et al. v. GEICO Advantage Insurance Company, et al.*, No. 4:20-CV-00799 (S.D. Tex. 2024) (\$33,000,000 Class Settlement)
- *Arevalo, et. al. v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Bobo v. Clover Network, LLC*, No. 2023CH000168 (DuPage County, Illinois 2024) (\$15,000,000 Class Settlement)
- *Bruin, et al. v. Bank of America, N.A.*, Case No. 1:21-cv-02272 (S.D. NY 2024) (\$8,000,000 Class Settlement)
- *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (\$5,756,500.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (Fla. 9th Cir. Ct.) (\$2,450,000.00 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *In re: GEICO General Insurance Co.*, No. 4:19-cv-03768 (N.D. Cal. 2022) (\$19,500,000 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th

Cir. Ct.) (\$6,000,000.00 Class Settlement)

- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000.00 Class Settlement)
- *Johnson, et al. v. American Family Insurance Company, et al.*, No. 24SL-CC00378 (St. Louis County, Missouri 2024) (\$22,000,000 Class Settlement)
- *McPheeters v. United Services Automobile Association and Garrison Property and Casualty Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company et al.*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083.00 Class Settlement)
- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Sellers, et al. v. Bleacher Report, Inc.*, No. 2024-003537-CA-01 (Miami-Dade County, Florida 2024) (\$4,800,000 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South, et al. v. Progressive Select Insurance Company, et al.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)

### **More About Shamis & Gentile, P.A.**

To learn more about our firm, please visit [www.shamisgentile.com](http://www.shamisgentile.com), or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

# EXHIBIT C

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

*IN RE CENTER FOR VEIN RESTORATION  
DATA BREACH LITIGATION*

CASE NO. 8:24-CV-03593

---

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. \_\_), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Center for Vein Restoration (MD), LLC ("CVR," or "Defendant" and together with Plaintiffs, the "Parties"). The Settlement Agreement<sup>1</sup> with accompanying exhibits is attached as *Exhibit A* to Plaintiffs' Memorandum of Law in Support of their Motion for Preliminary Approval.

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) officers, directors, and agents of CVR; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff. It is estimated that there are 448,186 persons potentially in the Settlement Class.

---

<sup>1</sup> All capitalized terms in this Preliminary Approval Order have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representatives and Settlement Class Counsel.**

The Court finds that Plaintiffs, Aida Khalil, Edward Cameron, Jessica Kayrouz, Katrina Kelley, Lee Conrad, Patricia Knott, Colleen Baird, Gary Scott, Marie E. Wengert, Carla Jackson, and Barbara Voron, will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives for settlement purposes. Additionally, the Court finds that Jeff Ostrow of Kopelowitz Ostrow P.A.; David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC; A. Brooke Murphy of Murphy Law Firm; and Andrew Shamis of Shamis &

Gentile P.A. will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1) for settlement purposes.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025, at the United States District Court, 101 West Lombard Street, Baltimore, MD 21201, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the

releases set forth in the Settlement Agreement; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be approved pursuant to Fed. R. Civ. P. 23(h).

6. **Settlement Administrator.** The Court appoints Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator, with responsibility for Settlement Class Notice and Settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees and costs will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as Exhibits 1-3 are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, 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) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Maryland Constitutions. The

Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Settlement Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must include the Settlement Class Member's name, address, telephone number, and e-mail address (if the Settlement Class Member has one), stating that the Settlement Class Member requests exclusion from the Settlement Class, include a statement indicating a request to be excluded from the Settlement Class, and must be signed by the Settlement Class Member. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is to be 30 days prior to the initial scheduled Final Approval Hearing, and as stated in the Notice.

A complete list of all Settlement Class Members who submitted timely, valid exclusion requests (opt-outs) will be filed with the Court as part of the declaration or affidavit of the Settlement Administrator, at the same time that Plaintiffs file their Motion for Final Approval of the Class Action Settlement.

If a Final Approval Order and judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall

not receive any Settlement Class Member Benefits and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection deadline and as stated in the Notice. The Long Form Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Form Notice, and to the attorneys for the Parties at their addresses specified in the Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections and this date shall be 30 days prior to the initial scheduled Final Approval hearing. Any such notices of an intent to object to the Settlement Agreement must be written and must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has

made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Further, Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing shall file with the Court, and shall serve on Class Counsel and Defendant's Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Objection Deadline.

Any Settlement 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/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Section VIII of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order approving the Settlement Agreement, or judgment entered upon final approval, shall be appealable under the Federal Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Class Counsel and Defendant's Counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Administrator will be responsible for effectuating the Claims Process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment are entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the

Parties and shall not be used in the Action or in any other proceeding for any purpose; and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

If Defendant voids the Settlement Agreement according to its terms, Defendant will be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the Action or from Class Counsel.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and judgment are not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<b><u>Following Preliminary Approval</u></b>	
Defendant provides Class List to the Settlement Administrator	10 days after entry of Preliminary Approval Order
Notice Date	30 days after entry of Preliminary Approval Order
Motion for Final Approval, including Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Claims Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, ____ 2025, at _____ AM/PM

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
 Hon. Deborah L. Boardman  
 United States District Court Judge