IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE CENTER FOR VEIN RESTORATON DATA BREACH LITIGATON	CASE NO. 8:24-CV-03593

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF 39), 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[1] 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.

[1] 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 November 5, 2025, at 10 a.m. at the United States District Court, **6500 Cherrywood Lane, Greenbelt, MD 20770,** 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:

Following Preliminary Approval	
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 at the U.S. District Court, 6500 Cherrywood Lane, Greenbelt, MD 20770	November 5, 2025, at 10 AM

SO ORDERED THIS 9th DAY OF May, 2025.

Hon. Deborah L. Boardman
United States District Court Judge