

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between (i) Consulting Radiologists, Ltd. (“CR” or “Defendant”) and (ii) Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Monague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf (“Plaintiffs”) individually and on behalf of the Settlement Class (as defined below), in the class action *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850, in the District Court for the State of Minnesota, County of Hennepin, 4th Judicial District. CR and Plaintiffs are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. In April 2024, Defendant revealed that Plaintiffs’ sensitive Private Information had been potentially accessed by computer hackers. The Private Information included patients’ names, addresses, dates of birth, Social Security numbers, health insurance information, and medical information (“Data Incident”). Several Plaintiffs allege they experienced fraudulent activity on their accounts in the wake of the Data Incident.

2. Subsequent to the April 2024 announcement and Data Incident notice letters being mailed out to Plaintiffs and Class Members, several individuals filed class action complaints in Minnesota state court seeking to address the alleged harms they alleged they had suffered as a result of the Data Incident.¹

3. On August 13, 2024, Judge Thomas Conley issued an order: (1) consolidating all related cases against Consulting Radiologists arising out of the Data Incident; consolidating the cases into court file 27-CV-24-9850 and captioning it “In re Consulting Radiologists Data Incident Litigation,” and ordering that Plaintiffs’ counsel submit motions for appointment of lead counsel pursuant to Minn. R. Civ. P. 23.07 under a separate motion.

4. An unopposed motion for interim leadership was submitted and the court issued an order on September 17, 2024 appointing Bryan L. Bleichner, Anne T. Regan, Brian C. Gudmundson, and E. Michelle Drake as interim co-lead counsel.

5. On November 1, 2024, Plaintiffs filed a Consolidated Class Action Complaint asserting thirteen causes of action, including: (1) Negligence, (2) Negligence Per Se, (3) Breach of Contract, (4) Breach of Implied Contract, (5) Breach of Third-Party Contract, (6) Breach of Implied Covenant of Good Faith and Fair Dealing, (7) Breach of Fiduciary Duty, (8) Breach of Confidence, (9) Invasion of Privacy/Intrusion Upon Seclusion, (10) Unjust Enrichment, (11)

¹ *Wolf v. Consulting Radiologists Ltd.*, No. 27-CV-24-9850 (filed June 25, 2024); *Malecha v. Consulting Radiologists Ltd.*, No. 27-CV-24-9882 (filed June 26, 2024); *Montague, et al. v. Consulting Radiologists Ltd.*, No. 27-CV-24-9899 (filed June 26, 2024); *Riemersma v. Consulting Radiologists Ltd.*, No. 27-CV-24-9972 (filed June 27, 2024); *Ahner v. Consulting Radiologists Ltd.*, No. 27-CV-24-9987 (filed June 28, 2024); *Bedard v. Consulting Radiologists Ltd.*, No. 27-CV-24-10024 (filed June 28, 2024); *Johnson v. Consulting Radiologists Ltd.*, No. 27-CV-24-10240 (filed July 9, 2024).

Injunctive/Declaratory Relief, (12) Violation of Minnesota Consumer Fraud Act, and (13) Violation of Minnesota Health Records Act.

6. On January 13, 2025, Consulting Radiologists moved to dismiss Plaintiffs' Consolidated Class Action Complaint in its entirety. On May 9, 2025, the court issued its order on Defendant's motion to dismiss, denying the motion as to Plaintiffs' claims based on negligence, negligence per se, unjust enrichment, injunctive/declaratory relief, Minnesota Consumer Fraud Act, and Minnesota Health Records Act, and granting dismissal of all other causes of action.

7. After the Court issued its Order, the Parties exchanged full written discovery requests.

8. After discussing the potential for early resolution, and agreeing to pursue mediation with Hon. David E. Jones (Ret.) of Resolute Dispute Resolution, the Parties decided to stay formal discovery, and focus on responding to a more limited set of informal discovery requests in anticipation of mediation.

9. Prior to mediation, the Parties exchanged information related to class size, unique data sets, and the nature of the Data Incident, which allowed the parties to evaluate their respective risks and negotiate from an informed basis as to the strengths and weaknesses of claims and defenses to reach a reasonable settlement value.

10. Informal discovery revealed that 580,703 individuals may have had their Private Information accessed and/or acquired by an unauthorized party as a result of the Data Incident. Information impacted could have included name, date of birth, address, internal patient ID, health insurer name, service date, procedure code, and ICD-10 DX code(s). Social Security Numbers may also have been impacted for 19,346 individuals.

11. On July 25, 2025, the Parties attended a mediation via Zoom with Hon. David Jones (Ret.). Prior to mediation, the Parties fully briefed relevant issues and discussed potential settlement structure. After vigorous, arms-length negotiations, and with the assistance and guidance of Judge Jones, the Parties were able to reach an agreement in principle regarding the central terms of the Settlement Agreement.

12. Over the next few weeks, the Parties continued to exchange informal confirmatory discovery and negotiate the finer points of the settlement, and draft papers and exhibits included herein.

13. The Parties have negotiated a settlement by which they agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims that Plaintiffs and the Settlement Class Members (defined below) have or may have had against CR and Related Entities (defined below), as set forth herein.

14. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result

through the Litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

15. CR denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or could have asserted in this Litigation. While CR maintains that it is not liable for, and has good defenses to, the claims alleged in the Litigation, CR desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, any admission of, or evidence of, any wrongdoing or liability.

16. Plaintiffs and Class Counsel (defined below) have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class (defined below), recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Class Counsel's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

17. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

18. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

19. **"Approved Claims"** means complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

20. **"Claim Form"** means the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**. The Claim Form shall require a sworn and signed/electronically signed affirmation under penalty of perjury

but shall not require a notarization or any other form of independent verification. The Claim Form includes both the paper copy of the form and the online form available through the Settlement Website.

21. **"Claims Deadline"** means 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 as a date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly specified in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

22. **"Class Counsel"** means Bryan L. Bleichner of Chestnut Cambronne PA, Anne T. Regan of Hellmuth & Johnston, Brian C. Gudmunson of Zimmerman Reed LLP, and E. Mishelle Drake of Berger Montague.

23. **"Claimant"** means a Settlement Class Member who submits a Claim Form by the Claims Deadline.

24. **"Counsel"** or **"Counsel for the Parties"** means both Class Counsel and Defendant's Counsel, collectively.

25. **"Court"** shall mean the District Court for the State of Minnesota, County of Hennepin, 4th Judicial District, and any Judge assigned to the Litigation at the time of the Order of Preliminary Approval of this Settlement Agreement or the Judgment (defined below).

26. **"Data Incident"** means the cyberattack carried out by an unauthorized third parties on CR's computer systems in or about February 2024.

27. **"Days"** means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, includes the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

28. **"Defendant"** means Consulting Radiologists, Ltd. ("CR" or "Defendant").

29. **"Defendant's Counsel"** means David M. Ross and John Loring, Wilson, Elser Moskowitz Edelman & Dicker, LLP, 555 East Wells St., Ste. 1730, Milwaukee, WI 53202.

30. **"Effective Date"** means the date after all of the following material conditions have been fulfilled:

- a) the Court has entered an Order of Preliminary Approval, the form of which is attached to this Settlement Agreement as **Exhibit D**;
- b) CR has not exercised its option to terminate the Settlement Agreement pursuant to Paragraph 89;

- c) the Court has entered the Judgment (defined below) granting final approval to the Settlement as set forth herein;
- d) the Judgment has become Final, as defined in Paragraph 33; and
- e) a business day has passed following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys' fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

31. **"Fee and Expense Application"** shall mean the motion to be filed by Class Counsel 14 days prior to the deadline for Settlement Class Members to object to or opt-out from the Settlement, in which they seek approval of an award of attorneys' fees, as well as Service Awards for the Class Representatives.

32. **"Fee Award and Expenses"** means the amount of attorneys' fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

33. **"Final"** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmance of such order(s).

34. **"Final Approval Hearing"** means the hearing before the Court where the Plaintiffs may request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representatives.

35. **"Final Approval Order"** shall mean an order, the proposed form of which is attached as **Exhibit E**, entered by the Court that:

- i. Certifies the Settlement Class pursuant to Rule 23 of the Minnesota Rules of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, and entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

- iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement;
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. Enters final Judgment.

36. **"Frequently Asked Questions"** or **"FAQs"** means questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

37. **"Group 1 Settlement Class Members"** shall refer to and mean Settlement Class Members whose respective Social Security number was accessible during the Data Incident.

38. **"Group 2 Settlement Class Members"** shall refer to and mean Settlement Class Members whose respective Social Security number was not accessible during the Data Incident.

39. **"Judgment"** shall mean the final judgment as ordered, adjudged and decreed by the Court in the Litigation in the Final Approval Order.

40. **"Litigation"** shall refer to and mean *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850, in the District Court for the State of Minnesota, County of Hennepin, 4th Judicial District.

41. **"Long Form Notice"** is the content of the Notice substantially in the form attached as **Exhibit B** to this Settlement Agreement that will be posted on the Settlement Website and that will include robust details about the Settlement.

42. **"Notice"** means the notice of this proposed Settlement sent directly to Settlement Class Members, which is to be provided substantially in the manner set forth in this Settlement Agreement in the form attached as **Exhibits A and B hereto**, and is consistent with the requirements of Due Process. The Notice Deadline in this case will be thirty (30) days after the Court enters the Preliminary Approval Order. This definition also includes the content of Paragraph 78, which includes the term "Notice Date."

43. **"Notice and Administrative Expenses"** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing and evaluating claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Settlement funds to Settlement Class Members. Notice

and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

44. **"Notice Deadline"** means the last day by which Notice must be issued to the Settlement Class Members, which will occur thirty (30) days after the Court enters the Preliminary Approval Order. The "Notice Deadline" shall mean the same date as to "Notice Date."

45. **"Objection Deadline"** means the date by which a written objection to this Settlement Agreement by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator to be considered valid, which shall be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

46. **"Opt-Out Deadline"** is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

47. **"Parties"** shall mean Plaintiffs and Defendant, collectively.

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

49. **"Plaintiffs"** or **"Class Representatives"** shall mean the named class representatives Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf.

50. **"Preliminary Approval Order"** shall mean the Court's Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement, attached as **Exhibit D**.

51. **"Private Information"** can include, but does not necessarily include, full names, Social Security number, dates of birth, and medical treatment and health insurance information, which is protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

52. **"Related Entities"** means CR's past or present divisions and related or affiliated entities, and each of CR's predecessors, successors, directors, officers, owners, employees, principals, agents, representatives, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

53. **“Release”** shall have the meaning ascribed to it as set forth in Paragraph 91 of this Settlement Agreement.

54. **“Released Claims”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

55. **“Released Parties”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

56. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

57. **“Service Award”** shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Award requested in this matter will be \$1,000 for each Class Representative, subject to Court approval.

58. **“Settlement Administrator”** means XXX, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement, pursuant to Section IV of this Settlement Agreement.

59. **“Settlement Class”** or **“Class”** means all individuals residing in the United States whose Private Information was accessible in the Consulting Radiologists’ Data Incident disclosed in April 2024. Excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

60. **“Settlement Class Member”** means any individual member of the Settlement Class.

61. **“Settlement Class List”** means a list of each Settlement Class Member’s full name and current or last known address and current or last known email address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within fourteen (14) days of the entry of the Preliminary Approval Order.

62. **“Settlement Payment”** means the payment by the Settlement Administrator from funds provided by or on behalf of Defendant to be made via mailed check and/or electronic payment to a Settlement Class Member with an Approved Claim.

63. **“Settlement Website”** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits A-E (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited

to, copies of the Consolidated Amended Complaint, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Forms that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection, request for exclusion, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the Notice to Class Members. The Settlement Website will remain active until 120 days after the Effective Date, or until 120 days after the Settlement Administrator has determined that all Settlement funds have been distributed and no further distributions to Settlement Class Members are possible, whichever is later.

64. **“Short Form Notice”** is the postcard notice that will be mailed and emailed to each available Settlement Class Member. Short Form Notice will include a copy of the Claim Form, in the same or substantially similar form as **Exhibit A** hereto.

65. **“United States”** means all fifty states within the United States, the District of Columbia, Puerto Rico, and all territories of the United States, United States overseas military bases, embassies, or other governmental establishment. A Settlement Class Member will be deemed to “reside” in the United States even if they hold temporary residence in a non-U.S. jurisdiction due to overseas employment or other extenuating circumstance.

66. **“Unknown Claims”** means any of the Released Claims that any Class Member, including any Plaintiffs, do not know or suspect to exist in his/her favor at the time of the Release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall have, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have waived and released any right to pursue any possible Unknown Claims against Defendant that arise from or relate to the Data Incident. Class Members may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. Unknown Claims additionally includes any principles of law similar to and including Section 1542 of the California Civil Code, which are: 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. For the avoidance of doubt, Settlement Class Members provide acknowledgement, waiver, and release of all Unknown Claims at Paragraph 91 herein.

67. **“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.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

68. The Settlement provides for relief on a claims-made basis, attorneys' fees and costs subject to Court approval, and the costs of administration, subject to an aggregate cap of \$2,200,000.

69. The Settlement Administrator will make the following benefits available to Settlement Class Members who submit a valid and timely claim form. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and claimants will have the opportunity to seek review if they dispute the Settlement Administrator's initial determination. Any claim dispute greater than \$1,000 will be escalated to the counsel of the Parties for further review and good faith resolution.

70. **Settlement Relief:** All Settlement Class Members may claim three categories of relief below: (A) reimbursement of actual Documented Monetary Losses; (B) Credit Monitoring Services; (C) and/or a Cash Payment.

A. **Reimbursement of Documented Monetary Losses:** All Settlement Class Members may claim reimbursement for associated monetary loss by submitting a claim along with supportive documentation for monetary losses ("Documented Monetary Loss"). To be eligible for reimbursement, Documented Monetary Losses, as further described below, must be fairly traceable to the Data Incident, and will be capped at \$5,000 per Settlement Class Member.

i. **Supporting Documents:** To receive reimbursement for any Documented Monetary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation. Documented Monetary Losses can be supported with the following evidence: receipts or other documentation not "self-prepared" by the Claimant that demonstrates the reasonable costs actually incurred by the Claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

- ii. **Documented Monetary Losses:** Settlement Class Members may submit a claim for documented out-of-pocket expenses incurred on or after February 1, 2024 through the Claims Deadline that are fairly traceable to the Data Incident, up to \$5,000 total per individual. Documented Monetary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information, credit monitoring costs, unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. The Claim Form and supporting documentation must demonstrate that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between February 1, 2024 and the date of claim submission; (iv) the Claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. The Settlement Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident.

- B. **Credit Monitoring Services:** All Settlement Class Members may claim two years of Cyex's single-bureau monitoring product, Identity Defense Complete. The product retails for \$19.99 per month.

The Settlement Administrator, from the Settlement funds to be provided by Defendant, will purchase/provide credit monitoring codes to all Settlement Class Members who submit a valid claim.

- C. **Cash Payment:** All Settlement Class Members may claim a cash payment. Group 1 Settlement Class Members can claim a cash payment of \$125. Group 2 Settlement Class Members can claim a cash payment of \$50. Cash payments are subject to *pro rata* reduction as described in Paragraph 71.

71. **Aggregate Cap on Settlement:** Defendant shall not be responsible for paying anything more than the \$2,200,000 aggregate cap on the Settlement. To the extent the approved benefits claimed by Class Members, court-approved attorneys' fees and costs, and the costs of settlement administration exceed the aggregate cap on Settlement, Cash Payments will be reduced *pro rata*.

72. **Settlement Administration Fees and Payments:** Defendant will pay the entirety of the Notice and Administrative Expenses. The Parties have solicited competitive bids for the settlement administration fees, and have elected to nominate XXX for the Court's approval.

73. Within twenty (20) days of entry of the Preliminary Approval Order, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to issue notice to the class. Additional payments to the Settlement Administrator for notice and claims administration shall be made by Defendant or its insurer to the Settlement Administrator based on a payment schedule approved by Defendant and the Settlement Administrator.

74. Within ten (10) days of the Effective Date, or twenty (20) days of the Settlement Administrator finalizing all claim approvals, whichever is later, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to fully satisfy all Approved Claims.

75. Within ten (10) days of the Effective Date, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to fully satisfy the court approved attorneys' fees, costs, and service awards.

76. Within thirty (30) days of the Effective Date, or sixty (60) days of the Claims Deadline, whichever is later, the Settlement Administrator shall issue payments to Settlement Class Members for all Approved Claims.

77. The Parties and Counsel shall not have any liability with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of Settlement funds or otherwise; (ii) the management, investment or distribution of the Settlement funds; (iii) the formulation, design or terms of the disbursement of Settlement funds; (iv) the determination, administration, calculation or payment of any claims asserted; or (v) the payment or withholding of any taxes and tax-related expenses.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

78. **Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via email to those individuals for whom valid email addresses are available and via U.S. mail to remaining Settlement Class Members for whom mailing addresses are available or obtainable within reasonable means. The process to issue Notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan." The date that the notice is sent is the "Notice Date."

79. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) if known at the time of Notice and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

80. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. To be valid, a request for exclusion must include the name of the proceeding, the individual’s full name, current address, and personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. Mass or catalogue opt-outs executed by counsel shall be invalid. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. A Settlement Class Member who submits a request for exclusion must waive their right to object to the Settlement Agreement under Paragraph 81 and lacks standing to assert objections. Any member of the Settlement Class who timely elects to be excluded shall not (i) be bound by any order or the Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

81. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court and serving them on the Settlement Administrator no later than the Objection Deadline. To be valid, a written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. Class Counsel and Defendant’s Counsel shall have the right to take the deposition of any objector within twenty-one (21) days of the service of the objection.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing Settlement funds;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via email to those individuals for whom valid email addresses are available and via U.S. mail to remaining Settlement

Class Members for whom mailing addresses are available or obtainable within reasonable means;

- e. Acquiring credit monitoring codes and sending them to Settlement Class Members;
- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and responding to such telephone inquiries within one (1) business day;
- h. Responding to any mailed Settlement Class Member inquiries within no more than three (3) business days;
- i. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- j. Receiving requests for exclusion and objections from Settlement Class Members and providing Counsel a copy thereof no later than three (3) days following the Opt-Out Deadline/Objection Deadline. If the Settlement Administrator receives any requests for exclusion, objections, or other requests from Settlement Class Members after the Opt-Out Deadline / Objection Deadline, the Settlement Administrator shall promptly provide copies thereof to Counsel;
- k. Providing regular status updates to Counsel pertaining to mailing and remailing rates, claims submissions, requests for exclusion, and objections;
- l. After the Effective Date, and prior to activation of credit monitoring codes, sending a reminder email to all Settlement Class Members;
- m. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members who had Approved Claims and purchasing and sending credit monitoring codes;
- n. Providing weekly or other periodic reports to Counsel that include information regarding the number of Settlement Payments mailed and delivered or checks sent via electronic means, Settlement Payments checks cashed, undeliverable information, and any other requested information relating to Settlement Payments.
- o. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a request for exclusion;
- p. Performing any other function related to settlement administration as provided for in this Settlement Agreement or at the agreed-upon instruction of Class Counsel or

Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

83. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

84. **Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

85. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Date, Objection Deadline, and Opt-Out Deadline.

86. **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 Settlement Agreement that cannot be resolved by negotiation and agreement by Counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

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

88. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence to work together in good faith to

consider, draft, and submit reasonable modifications of this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may, at their sole discretion, terminate this Settlement Agreement on seven days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

89. **Termination.** Defendant may terminate this Settlement Agreement on seven (7) days written notice to Class Counsel if more than the agreed-upon number of individuals (more than 350 Class Members) submit valid requests for exclusion.

90. **Effect of Termination.** In the event of a termination as provided in this Section VIII, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Expenses, and/or Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, CR shall be obligated to pay amounts already billed or incurred for costs of Notice to the Class and claims administration.

IX. RELEASES

91. **Release.** Upon entry of the Final Approval Order, Settlement Class Members release, acquit, and forever discharge Defendant and its Related Entities, including any past or present employees, officers, directors, affiliates, contractors, vendors, service providers, and representatives, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, attorneys, Defendant's Counsel, insurers (including excess insurers and reinsurers), and/or sureties ("Released Parties") from any and all Released Claims (the "Release"). "Released Claims" shall collectively mean any and all claims, causes of action, complaints and allegations, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality including, without limitation, claims of negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate

notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, having been asserted presently or in the future, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the complaints filed in the Litigation, defense of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement) from the beginning of time until the Effective Date of the Settlement Agreement. Released Claims shall include Unknown Claims, as defined in Paragraph 66, that arise from or relate to the Data Incident. Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the Settlement contained in this Settlement Agreement, and shall not include the claims of Class Members who have timely excluded themselves from the Class. Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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. Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in this Settlement Agreement, and agree that this is an essential term of this Settlement Agreement. Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in this Settlement Agreement. Nevertheless, Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

92. **Waiver.** Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

93. **Mutual Understanding.** The Parties understand that if the facts upon which this Settlement Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Settlement Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Settlement Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by any Person other than those embodied herein.

94. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Class Representatives, Class Counsel, and other counsel appearing for Class Representatives in the Litigation, from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement).

95. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Class Representatives and other Settlement Class Members and Class Counsel shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Class Representatives and Class Counsel or based on any actions taken by Class Representatives and Class Counsel that are authorized or required by this Settlement Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENT

96. **Service Award Payment.** At least fourteen (14) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a Fee and Expense Application that will include a request for a Service Award payment for the Class Representatives in recognition of their contributions to this Litigation in an amount not to exceed \$1,000.00 per representative. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

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

XI. ATTORNEYS' FEES, COSTS, EXPENSES

98. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees not to exceed \$660,000, to be paid to Class Counsel and other

counsel appearing for Class Representatives in the Litigation. Prior to the disbursement or payment of the Fee Award and Expenses under this Agreement, Class Counsel shall provide to the Settlement Administrator disbursement instructions, properly completed and duly executed IRS Form W-9s, and wire instructions for each firm. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

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

XII. NO ADMISSION OF LIABILITY

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

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

XIII. MISCELLANEOUS

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

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

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

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

106. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

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

108. **Severability.** In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s) and as long as the Released Claims are not narrowed or eliminated as a result of the invalid, illegal, or unenforceable provision(s). In the event that the invalid, illegal, or unenforceable provision has this effect, the Parties must cooperate in good faith to amend the Settlement Agreement to diminish or eliminate the effect.

109. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

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

Christopher P. Renz
Bryan L. Bleichner
Chestnut Cambronne PA
100 Washington Avenue South, Ste. 1700
Minneapolis, MN 55401
crenz@chestnutcambronne.com
bbleicher@chestnutcambronne.com

Brian C. Gudmundson
Zimmerman Reed LLP
1100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
brian.gudmundson@zimmreed.com

Anne T. Regan
Nathan D. Prosser
Hellmuth & Johnson
8050 West 78th Street
Edina, MN 55439
aregan@hjlawfirm.com
nprosser@hjlawfirm.com

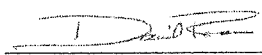
E. Michelle Drake
Berger Montague
1229 Tyler St. NE, Ste. 205
Minneapolis, MN 55413
emd Drake@bm.net

All notices to Defendant provided for herein, shall be sent by mail and email to their contact information below:

David M. Ross
Wilson Elser LLP
1500 K Street, NW, Ste. 330
Washington, DC 20005
david.ross@wilsonelser.com

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


111. **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.

By: 
David M. Ross
Wilson Elser LLP
1500 K Street, NW, Ste. 330
Washington, DC 20005
Telephone: (202) 626-7687
david.ross@wilsonelser.com

Date: Sept. 22, 2025


Counsel for Defendant

CONSULTING RADIOLOGISTS, LTD.

By: 
Its President


Date: 9/19/25

Defendant

By: 
Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Date: 10/20/25

Counsel for Plaintiffs and the Settlement Class

By: 
Michael Ahner

Date: 09 / 26 / 2025

By: _____
Becky Birkholz

Date: _____

By: _____
Gina Bedard

Date: _____

By: _____
Shay Forstrom

Date: _____

By: _____
Chris Johnson

Date: _____

By: _____
Nicole Johnson

Date: _____

By: _____
Jean Kamrath

Date: _____

By: _____
Pamela Koepsel

Date: _____

CONSULTING RADIOLOGISTS, LTD.

By: _____

Date: _____

Its _____

Defendant

By: _____

Date: _____

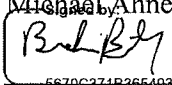
Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Michael Ahner

By:  _____

Date: 10/8/2025

Becky Birkholz

By: _____

Date: _____

Gina Bedard

By: _____

Date: _____

Shay Forstrom

By: _____

Date: _____

Chris Johnson

By: _____

Date: _____

Nicole Johnson

By: _____

Date: _____


Jean Kamrath

By: _____

Date: _____

Pamela Koepsel

CONSULTING RADIOLOGISTS, LTD.

By: 
Its President

Date: 9/19/25

Defendant

By: _____
Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Date: _____


Counsel for Plaintiffs and the Settlement Class

By: _____
Michael Ahner

Date: _____

By: _____
Becky Birkholz

Date: _____

By: 
box SIGN 17P2RJP9-4Y5ZP3X5
Gina Bedard

Date: Sep 26, 2025

By: _____
Shay Forstrom

Date: _____

By: _____
Chris Johnson

Date: _____

By: _____
Nicole Johnson

Date: _____

By: _____
Jean Kamrath

Date: _____

By: _____
Pamela Koepsel

Date: _____

CONSULTING RADIOLOGISTS, LTD.

By: _____

Date: _____

Its _____

Defendant

By: _____

Date: _____

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Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Michael Ahner

By: _____

Date: _____

Becky Birkholz

By: _____

Date: _____

Gina Bedard

Signed by:

By: _____

Date: 10/8/2025

Shay Forstrom

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By: _____

Date: _____

Chris Johnson

By: _____

Date: _____

Nicole Johnson

By: _____

Date: _____

Jean Kamrath

By: _____

Date: _____

Pamela Koepsel

CONSULTING RADIOLOGISTS, LTD.

By: _____

Date: _____

Its _____

Defendant

By: _____

Date: _____

Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Michael Ahner

By: _____

Date: _____

Becky Birkholz

By: _____

Date: _____

Gina Bedard

By: _____

Date: _____

Shay Forstrom

By: ~~Chris Johnson~~ _____

Date: 18/09/25

Chris Johnson

By: ~~Nicole Johnson~~ _____

Date: 18/09/25

Nicole Johnson

By: _____

Date: _____

Jean Kamrath

By: _____

Date: _____

Pamela Koepsel

CONSULTING RADIOLOGISTS, LTD.

By: _____

Date: _____

Its _____

Defendant

By: _____

Date: _____

Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Michael Ahner

By: _____

Date: _____

Becky Birkholz

By: _____

Date: _____

Gina Bedard

By: _____

Date: _____

Shay Forstrom

By: _____

Date: _____

Chris Johnson

By: _____

Date: _____

Nicole Johnson

By: Jean Kamrath

Date: 10/01/2025

Jean Kamrath

By: _____

Date: _____

Pamela Koepsel

CONSULTING RADIOLOGISTS, LTD.

By: _____

Date: _____

Its _____

Defendant

By: _____

Date: _____

Christopher P. Renz
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Michael Ahner

By: _____

Date: _____

Becky Birkholz

By: _____

Date: _____

Gina Bedard

By: _____

Date: _____

Shay Forstrom

By: _____

Date: _____

Chris Johnson

By: _____

Date: _____

Nicole Johnson

By: _____

Date: _____

Jean Kamrath

By: 

Date: 10-14-2025

Pamela Koepsel

By: Anthony Malecha
Anthony Malecha

Date: 10 / 03 / 2025

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: 10 / 02 / 2025

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

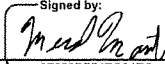
Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By:  _____
Signed by: 8F22DD754EC34EC...
Michael Montague

Date: 10/1/2025

By:  _____
Signed by: 8F22DD754EC34EC...
Sandy Montague

Date: 10/1/2025

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

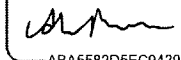
Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____

ABA5582D5EC9429
Alyson N. Moore

Date: 10/6/2025

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: Deb Pester
Deborah Pester

Date: 10/08/2025

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague


Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By:  _____
Gail Aline Riemersma (Oct 1, 2025 14:36:44 CDT)
Gail Riemersma

Date: Oct 1, 2025

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

10.6.25

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: Joan Thomas
Joan Thomas (Sup 78, 2025 13 5-91 7d01)
Joan Thomas

Date: 09/26/2025

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

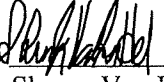
Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By:  _____
Sharen Van Den Heuvel

Date: 10/08/2025

By: _____
John Wolf

Date: _____

Plaintiffs

By: _____
Anthony Malecha

Date: _____

By: _____
Andrew Mathisen

Date: _____

By: _____
Michael Montague

Date: _____

By: _____
Sandy Montague

Date: _____

By: _____
Alyson N. Moore

Date: _____

By: _____
Deborah Pester

Date: _____

By: _____
Gail Riemersma

Date: _____

By: _____
John Sands

Date: _____

By: _____
Joan Thomas

Date: _____

By: _____
Sharen Van Den Heuvel

Date: _____

By: _____
John Wolf
John Wolf

09 / 30 / 2025
Date: _____

Plaintiffs

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
CR provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
CR provides payment for Notice	+10 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
Motion for Final Approval	+100 days after Preliminary Approval Order
	-14 Days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 30
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+14 days after Effective Date
Payment of Claims	+30 days of the Effective Date, or +60 days after the Claims Deadline, whichever is later
Settlement Website Deactivation	+120 days after Payment of Claims

EXHIBIT A

IF YOU WERE NOTIFIED BY CONSULTING RADIOLOGISTS, LTD OF A FEBRUARY 2024 DATA INCIDENT, YOU MAY BE ELIGIBLE FOR PAYMENT AND CREDIT MONITORING SERVICES FROM A CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A proposed settlement has been reached in *In re Consulting Radiologists Data Incident Litigation*, Case No. 27-CV-24-9850 (Minn. 4th Jud. Dist.) concerning a cyberattack against Consulting Radiologists, Ltd. (“CR”) carried out by an unauthorized third party on CR’s computer systems in February 2024, which potentially resulted in the access of certain Private Information (the “Data Incident”). Plaintiffs claim that CR was responsible for failing to prevent the Data Incident. CR denies all allegations of wrongdoing or liability in the lawsuit.

WHO IS INCLUDED? You are a member of the Settlement Class if you are an individual residing in the United States whose Private Information was accessible in the Data Incident disclosed by CR in April 2024.

SETTLEMENT BENEFITS. Settlement Class Members may make a claim for (1) reimbursement of up to \$5,000 of documented monetary losses related to the Data Incident; (2) two years of credit monitoring services; and (3) a cash payment. Group 1 Settlement Class Members (Settlement Class Members whose Social Security numbers were accessible during the Data Incident) can make a claim for cash payment of \$125. Group 2 Settlement Class Members (all other Settlement Class Members) can make a claim for a cash payment of \$50. You are a member of **Group X**. Cash payments are subject to *pro rata* reduction based on availability of funds after payment of costs of administration, court-approved attorneys’ fees and costs, service awards, approved documented losses and purchase of credit monitoring codes. The Settlement is subject to an aggregate cap of \$2,200,000.

The only way to receive a cash benefit or credit monitoring services is to file a claim. To get a Claim Form, visit the Settlement Website, at **WEBSITE, or call **PHONE**. The claim deadline is **DEADLINE**.**

OPT-OUT. If you do not want to be legally bound by the Settlement, you must exclude yourself. A more detailed notice is available to explain how to exclude yourself at **WEBSITE**. You must mail your exclusion request, postmarked no later than **DEADLINE**, to the Settlement Administrator. You cannot exclude yourself by phone or email. If you exclude yourself from the Settlement, you will receive no benefits under the Settlement and will not be legally bound by the Court’s judgments related to the Settlement Class and CR in the lawsuit.

OBJECT. If you stay in the Settlement, you may object to it by **DEADLINE**, if you do not agree with any part of it. A more detailed notice is available to explain how to object at **WEBSITE**. You must mail your objection, postmarked no later than **DEADLINE**, to the Settlement Administrator and submit it to the Court. You can object only if you stay in the Settlement Class.

OTHER OPTIONS. If you do nothing, you will remain in the Settlement Class, you will not be eligible for cash benefits, and you will be bound by the decisions of the Court and give up your rights to sue CR for the claims resolved by this Settlement.

FOR MORE INFORMATION. Please visit the website or call **PHONE** for a copy of the more detailed notice. On **Month Day, 202_**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and costs not to exceed \$660,000, and for a Service Award Payment of \$1,000 to each of the 19 Class Representatives. The Motion for attorneys’ fees and expenses and service awards will be posted on the Settlement Website at **WEBSITE** after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the Settlement Website below.

www.XXXXXXXXXXXXXXXXXX.com

(XXX) XXX-XXXX

EXHIBIT B

IN THE DISTRICT COURT FOR THE STATE OF MINNESOTA,
COUNTY OF HENNEPIN, 4TH JUDICIAL DISTRICT

In re Consulting Radiologists Data Incident Litigation
No. 27-CV-24-9850

**IF YOU WERE NOTIFIED BY CONSULTING RADIOLOGISTS, LTD OF
A FEBRUARY 2024 DATA INCIDENT, YOU MAY BE ELIGIBLE FOR
PAYMENT AND CREDIT MONITORING SERVICES FROM A CLASS
ACTION SETTLEMENT.**

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

*Si necesita ayuda en español, comuníquese con el administrador al **PHONE**.*

- A settlement has been reached in a class action lawsuit against Consulting Radiologists, Ltd. (“CR” or “Defendant”) concerning the cyberattack carried out by an unauthorized third party on CR’s computer systems announced in April 2024, that resulted in the potential access of certain Private Information by unauthorized third parties (the “Data Incident”).
- The lawsuit is called *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850, in the District Court for the State of Minnesota, County of Hennepin, 4th Judicial District (the “Litigation”). The lawsuit alleges that the Data Incident potentially exposed certain Private Information of Plaintiffs and the members of the putative class.
- The Settlement Class includes all individuals residing in the United States whose Private Information was accessible in the Consulting Radiologists’ Data Incident disclosed in April 2024. It excludes: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive cash benefits or credit monitoring from this Settlement. The deadline to submit a Claim Form is DEADLINE .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is DEADLINE .

OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator explaining why you do not agree with the Settlement but remain bound by the Settlement. The deadline to object is DEADLINE .
ATTEND THE FINAL APPROVAL HEARING	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [REDACTED], 202[REDACTED].
DO NOTHING	You will not get any benefits from the Settlement, and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **WEBSITE**.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. The case is called *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850, in the District Court for the State of Minnesota, County of Hennepin, 4th Judicial District. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the Litigation, the Settlement, and your legal rights.

What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf—sue on behalf of a group of people who they allege have similar claims. Together, after the court enters a class certification order, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LITIGATION AND THE SETTLEMENT

What is this lawsuit about?

Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures to adequately protect the Private Information in its possession and to prevent the Data Incident from occurring.

Defendant denies that it is liable for the claims made in the Litigation and denies all allegations of wrongdoing. More information about the complaint in the Litigation can be found on the Settlement Website, at [WEBSITE](#).

Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you are an individual residing in the United States whose Private Information may have been accessed and/or acquired by an unauthorized party as a result of the Data Incident disclosed by Defendant in April 2024.

Settlement Class Members will have been emailed or mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling [PHONE](#), by emailing [EMAIL](#), or by visiting the Settlement Website, at [WEBSITE](#).

This Settlement Class does not include (1) the Judge presiding over this Action, and members of his direct family; (2) Defendant, and its current and former officers and directors; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT BENEFITS

What does the Settlement provide?

The Settlement provides for relief on a claims-made basis, attorneys' fees and costs subject to Court approval, and the costs of administration, subject to an aggregate cap of \$2,200,000.

All Settlement Class Members may claim three categories of relief below: (A) reimbursement of actual Documented Monetary Losses; (B) Credit Monitoring Services; (C) and/or a Cash Payment.

Reimbursement of Documented Monetary Losses: Settlement Class Members may claim reimbursement for associated monetary loss by submitting a claim along with supportive documentation for monetary losses (“Documented Monetary Loss”). To be eligible for reimbursement, Documented Monetary Losses, as further described below, must be fairly traceable to the Data Incident, and will be capped at \$5,000 per Settlement Class Member.

- i. **Supporting Documents:*** To receive reimbursement for any Documented Monetary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation. Documented Monetary Losses can be supported with the following evidence: receipts or other documentation not “self-prepared” by the Claimant that demonstrates the reasonable costs actually incurred by the Claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.
- ii. **Documented Monetary Losses:*** Settlement Class Members may submit a claim for documented out-of-pocket expenses incurred on or after February 1, 2024 through the Claims Deadline that are fairly traceable to the Data Incident, up to \$5,000 total per individual. Documented Monetary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information, credit monitoring costs, unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. The Claim Form and supporting documentation must demonstrate that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between February 1, 2024 and the date of claim submission; (iv) the Claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. The Settlement Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident.

Credit and Medical Monitoring Services: All Settlement Class Members may claim two years of CyEx's single-bureau monitoring product, Identity Defense Complete. The product retails for \$19.99 per month.

The Settlement Administrator, from the Settlement funds to be provided by or on behalf of Defendant, will purchase/provide credit monitoring codes to all Settlement Class Members who submit a valid claim.

HOW TO GET BENEFITS

How do I make a Claim?

To access your credit and medical monitoring, once two weeks have passed since the Effective Date, enter the code provided in your notice at the website: **XXXXXX**.

To qualify for a cash benefit under the Settlement, you must make a claim.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at the Settlement Website at, **WEBSITE**, or by mail to the Settlement Administrator. Claim Forms are available through the Settlement Website at, **WEBSITE** or by calling **PHONE**.

All Claim Forms must be submitted no later than **DEADLINE**.

When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [____], 202_. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in this case?

Yes, the Court has appointed Bryan L. Bleichner of Chestnut Cambronne PA, Anne T. Regan of Hellmuth & Johnston, Brian C. Gudmunson of Zimmerman Reed LLP, and E. Mishelle Drake of Berger Montague as "Class Counsel" to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of litigation costs not to exceed \$660,000.

Class Counsel will also request a service award payment of \$1,000 for each of the 19 Class Representatives.

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to the Class Representatives.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at [WEBSITE](#).

What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Defendant about the Data Incident and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* below). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement available on the Settlement Website, at [WEBSITE](#).

What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of the Settlement Agreement. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues released in this Settlement.

What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this Litigation.

How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Settlement Administrator stating that you want to be excluded from the Settlement in *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850. Your written notification must include: (1) the name of the proceeding; (2) your full name and current address; (3) your signature; and (4) the words "Request for Exclusion" or a comparable statement that you not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than [DEADLINE](#), to the following address:

CR Data Incident Settlement Administrator
c/o ADMINISTRATOR
ADDRESS
CITY, STATE, ZIP

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims or legal issues released in this Settlement, even if you do nothing.

If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Settlement Administrator and file it with the Court stating that you object to the Settlement in *In re Consulting Radiologists Data Incident Litigation*, No. 27-CV-24-9850. Your objection must be filed no later than DEADLINE.

The objection must be in writing and be personally signed by you. The objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Written objections should be submitted to the Court at the address listed below:

Minnesota 4th District Court
300 South 6th Street
Minneapolis, MN 55487

You must also mail the objection to the Settlement Administrator at the address listed below, postmarked no later than **DEADLINE**:

CR Data Incident Settlement Administrator
c/o **ADMINISTRATOR**
ADDRESS
CITY, STATE, ZIP

What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **[Insert Hearing Date]** at the Courthouse located at **[Insert Address or Videoconference Information]**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Class Representatives.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, at **WEBSITE**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE** or by writing to CR Data Incident Settlement Administrator, c/o **ADMINISTRATOR, ADDRESS, CITY, STATE, ZIP**.

How do I get more information?

Go to the Settlement Website, at **WEBSITE**, call **PHONE**, email **EMAIL** or write to CR Data Incident Settlement Administrator, c/o **ADMINISTRATOR, ADDRESS, CITY, STATE, ZIP**.

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

CLAIM FORM

This Claim Form may be filled out and submitted online or by mail if you received a notification from Consulting Radiologists, Ltd. ("CR") that your personal information was or may have been accessible in the "Data Incident," which means the cyberattack carried out by an unauthorized third party on CR's computer systems announced in April 2024 that potentially resulted in the access of certain Private Information by an unauthorized third party.

The Claim Form is to be completed if: (i) you had out-of-pocket losses, (ii) you wish to claim credit monitoring and identity restoration services, and/or (iii) you wish to receive a cash payment. You may get a check if you fill out this Claim Form, if the settlement is approved, and if you are found to be eligible for a payment. The Settlement provides for relief on a claims made basis subject to an aggregate cap of \$2,200,000. It also provides for the costs of notice and administration, service award payments, and attorneys' fee awards and costs as approved by the Court.

Please complete this Claim Form on behalf of the individual who received a notification from CR. If you are the parent or guardian of a minor who received a notification, please submit the form using the minor's personal information.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, **WEBSITE**, or call **PHONE** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. If submitting by mail, please print clearly in blue or black ink. The **DEADLINE** to submit this claim form online (or have it postmarked for mailing) is **DEADLINE**.

*Si necesita ayuda en español, comuníquese con el administrador al **PHONE**.*

1. SETTLEMENT CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):

Name: _____

Address: _____

Telephone: _____ Email: _____

Claim ID (found on postcard notice): _____

*If you are unable to locate your Claim ID, contact the Settlement Administrator at: **XXXXXXXXX**

I am the parent or guardian of a minor completing this form on the minor's behalf: Yes [] or No []

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and Section IV of the Settlement Agreement (available at **WEBSITE**) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment. Each Settlement Class Member can make a claim for all three of the following settlement benefits.

(1) REIMBURSEMENT OF DOCUMENTED MONETARY LOSSES

_____ **CHECK THE BOX IF YOU WOULD LIKE TO CLAIM REIMBURSEMENT OF DOCUMENTED MONETARY LOSSES.**

Out-of-Pocket Losses Resulting from the Data Incident:

(Class Members can claim up to \$5,000 in Documented Monetary Losses)

Settlement Class Members may submit a claim for documented out-of-pocket expenses incurred on or after February 1, 2024 through the date of the claim submission deadline that are fairly traceable to the Data Incident, up to \$5,000 total per individual.

Total amount for this category \$ _____ (maximum \$5,000)

Supporting documentation and descriptions must be provided. Supporting documentation must identify reasonable costs incurred and how the loss is fairly traceable to the Data Incident. You may mark out any transactions that are not relevant to your claim before sending in the documentation. Supporting documentation must not be "self-prepared," such as handwritten receipts,

Description of Documented Monetary Losses: Documented Monetary Losses, which are out-of-pocket losses, incurred on or after February 1, 2024, to the date of submission of this claim, including, but not limited to: unreimbursed bank or credit card fees, credit monitoring costs, long-distance phone charges, postage, or gasoline for local travel incurred as a result of identity theft or fraud. These out-of-pocket costs must be reasonably related and fairly traceable to the Data Incident or to mitigating the effects of the Data Incident. Please describe below the cost incurred, including the date the cost was incurred, the amount of the cost, identify the supporting documentation, and a brief description of the reason the costs were incurred.

(2) CREDIT MONITORING AND IDENTITY RESTORATION SERVICES

_____ **CHECK THE BOX IF YOU WOULD LIKE TO CLAIM CREDIT MONITORING AND IDENTITY RESTORATION SERVICES .**

Two-Years of Single-Bureau Credit Monitoring and Identity Protection Services

In addition to Options 1 and 3, all Settlement Class Members may make a claim for two years of one-bureau credit monitoring, including \$1 million of fraud/identity theft insurance and medical information monitoring.

(3) CASH PAYMENT

_____ **CHECK THE BOX IF YOU WOULD LIKE TO CLAIM A CASH PAYMENT.**

Cash Payment

In addition to claiming relief under Option 1 and Option 2, Settlement Class Members may make a claim for a cash payment the amount of which will be determined based on whether the claimant is a Group 1 or Group 2 Settlement

Class Member. Group 1 Cash Payments shall be \$125, and Group 2 Cash Payments shall be \$50. The payments are subject to *pro rata* reduction should the amount of approved claims for cash payments, documented losses, and credit monitoring services, combined with Settlement Administration Fees, Attorneys' Fees Costs and Expenses, and Service Awards exceed \$2,200,000.

3. MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be:

Postmarked by CLAIMS DEADLINE and mailed to: ADDRESS; OR

Emailed by midnight on CLAIMS DEADLINE to EMAIL; OR

Submitted through the Settlement Website by midnight on CLAIMS DEADLINE at: WEBSITE.

EXHIBIT D

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
CASE TYPE: CIVIL

<i>In re Consulting Radiologists Data Incident Litigation</i>	Case No.: 27-CV-24-9850 [PROPOSED] PRELIMINARY APPROVAL ORDER
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WHEREAS, the above-captioned putative class action is pending in this Court (the “Litigation”);

WHEREAS, Plaintiffs Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf (“Plaintiffs”), individually and on behalf of all others similarly situated and Consulting Radiologists, Ltd. (“CR” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Minnesota Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing

Plaintiffs Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing XXX as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Rule 23 of the Minnesota Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

"All individuals residing in the United States whose Private Information was accessible in the Consulting Radiologists' Data Incident disclosed in April 2024."

The Settlement Class specifically excludes: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

2. **Class Findings:** The Court provisionally finds, for settlement purposes only, that: (1) class members are so numerous to make joinder impractical; (2) there are questions of law and fact common to the class; (3) the claims of the representative parties are typical of the claims or defenses

of the class; (4) the named representatives will fairly and adequately represent the class; and (5) common questions of law or fact predominate such that a class action is superior to individual actions.

3. **Class Representatives and Settlement Class Counsel:** Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives. The Court further finds that Bryan L. Bleichner of Chestnut Cambronne PA, Anne T. Regan of Hellmuth & Johnston, Brian C. Gudmunson of Zimmerman Reed LLP, and E. Michelle Drake of Berger Montague are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds that the proposed settlement is within the range of reasonableness and that it is worthwhile to provide notice to the class.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at ____: __.m. on ____, 202__, in Courtroom ____ [at the Hennepin County Courthouse, at 300 South 6th Street, Minneapolis, Minnesota 55487] [by video conference] for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;

- b. To determine whether to enter a Final Approval Order, as defined in the Settlement Agreement;
- c. To determine whether the Notice Plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards in the amount of \$1,000 per Class Representative and Class Counsel's combined Fee Award and Expenses in an amount up to \$660,000 are reasonable;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Settlement Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain XXX (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claim Forms as set forth more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice, Short Form Notice, and Claim Forms attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Litigation, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for a Fee Award and Expenses, of Class Representatives' request for a Service Award, of Class Members' right to object to the Settlement, of Class Members' right to exclude themselves from the Settlement Class, and of Class Members' right to appear at the Final Approval Hearing; (iii) constitutes due, adequate

and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Minnesota Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed so long as that date is known at the time of Notice.

8. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within ninety (90) days after Notice is sent to the Settlement Class Members. If a Final Approval Order and Judgment is 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 Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class.** Any Settlement Class Members who wish to be excluded from the Settlement Class must mail a written notification of their intent to exclude themselves from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-

Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed first-class postage prepaid to the Settlement Administrator and submitted to the Court at the addresses listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 81 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the

Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Class Counsel and Defendant's Counsel shall have the right to take the deposition of any objector within twenty-one (21) days of the service of the objection.

12. Any Settlement Class Member who fails to comply with the provisions in Paragraph 11 shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Litigation or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Awards, or the motion for Fee Award and Expenses.

13. **Termination of Settlement.** This 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 as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and Judgment is 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, liability, or of the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

15. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

16. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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

<u>Grant of Preliminary Approval</u>	
CR provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
CR provides payment for Notice	+21 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date

Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
Final Approval Hearing	+100 days after Preliminary Approval Order
Motion for Final Approval	-14 Days before Final Approval Hearing
Final Approval	
Effective Date	+1 day after all conditions met pursuant to ¶ 30
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+10 days after Effective Date
Payment of Claims	+30 days of the Effective Date, or +60 days after the Claims Deadline, whichever is later
Settlement Website Deactivation	+120 days after Payment of Claims

IT IS SO ORDERED this ____ day of _____, 2025.

The Honorable Thomas Conley
Judge of Hennepin County District Court

EXHIBIT E

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
CASE TYPE: CIVIL

<i>In re Consulting Radiologists Data Incident Litigation</i>	Case No.: 27-CV-24-9850 [PROPOSED] FINAL APPROVAL ORDER
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WHEREAS, the above-captioned class action is pending in this Court (the “Litigation”);

WHEREAS, Plaintiffs Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf (“Plaintiffs”), individually and on behalf of all others similarly situated and Consulting Radiologists, Ltd. (“CR” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the Litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the Litigation on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated [REDACTED], 2025 (“Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of

effectuating the Settlement; (c) ordered that notice of the proposed settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding Final Approval of the Settlement;

WHEREAS, due and adequate Notice has been given to the Settlement Class;

WHEREAS, [XX] Class Members submitted Requests for Exclusion;

WHEREAS, [XX] Class Members objected to the Settlement;

WHEREAS, the Court conducted a hearing on [INSERT FINAL APPROVAL HEARING DATE] (the “Final Approval Hearing”) to consider, among other things, (a) any objections to the Settlement; (b) whether the terms and conditions of the Settlement were fair, reasonable and adequate to the Settlement Class, and should therefore be approved; (c) whether Class Counsel’s motion for Fee Award and Expenses should be granted; (d) whether the Class Representatives’ motion for Service Award should be granted; and (e) whether a judgment should be entered dismissing the Litigation with prejudice as against Defendant; and

WHEREFORE, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings had in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Litigation, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction**: This Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents**: This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on [REDACTED], 2025; and (b) the Notice documents filed with the Court on [REDACTED], 2025.

3. **Class Certification for Settlement Purposes:** The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Litigation as a class action pursuant to Rule 23 of the Minnesota Rules of Civil Procedure on behalf of the Settlement Class consisting of, “All individuals residing in the United States whose Private Information was accessible in the Consulting Radiologists’ Data Incident disclosed in April 2024.” The Settlement Class specifically excludes: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submitted a valid request for exclusion prior to the Opt-Out Deadline.

4. **Adequacy of Representation:** Pursuant to Rule 23 of the Minnesota Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Michael Ahner, Beckie Birkholz, Gina Bedard, Shay Forstrom, Chris Johnson, Nicole Johnson, Jean Kamrath, Pamela Koepsel, Anthony Malecha, Andrew Mathisen, Michael Montague, Sandy Montague, Alyson N. Moore, Deborah Pester, Gail Riemersma, Johns Sands, Joan Thomas, Sharen Van Den Heuvel, and John Wolf as Class Representatives for the Settlement Class and appointing Class Counsel to serve as counsel for the Settlement Class. The Class Representatives and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Litigation and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Rule 23 of the Minnesota Rules of Civil Procedure.

5. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Litigation, (ii) the

definition of the class certified, (iii) the class claims, issues, or defenses, (iv) that a class member may enter an appearance through an attorney if the member so desires, (v) that the Court will exclude from the class any member who timely requests exclusion, (vi) the time and manner for requesting exclusion, (vii) the binding effect of a class judgment on members under Rule 23(c)(3), (viii) Class Counsel's motion for a Fee Award and Expenses, (ix) Class Representatives' motion for Service Awards, and (x) members' right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 of the Minnesota Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

6. **Objection:** [TO BE DETERMINED]

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Rule 23 of the Minnesota Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, including, without limitation: the amount of the Settlement Fund; the Releases provided for in the Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendant in the Litigation, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

8. Upon the Effective Date, the Litigation shall be, and hereby is dismissed with prejudice in its entirety as to Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

9. **Binding Effect:** The terms of the Settlement Agreement and this Judgment shall be forever binding on Defendant, Plaintiff, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submitted a Claim Form or seeks or obtains a distribution or benefits from the Settlement), as well as their respective successors and assigns.

10. **Releases:** The Releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that, upon the Effective Date, and in consideration of the Settlement benefits described in the Settlement Agreement, each Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Persons from any and all Released Claims.

11. Notwithstanding Paragraph 10 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

12. **No Admissions:** This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, a finding against or an admission by Defendant of any liability, claim or wrongdoing in this Litigation or in any other proceeding.

13. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement funds; (c) Class Counsel's motion for a Fee Award and Expenses; (d) the Class Representatives' motion for Service Award; and (e) the Settlement Class Members for all matters relating to the Litigation.

14. Upon consideration of Class Counsel's Motion for a Fee Award and Expenses, Class Counsel is hereby awarded attorneys' fees and costs in the amount of \$660,000, to be paid as specified in the Settlement Agreement.

15. Upon consideration of Plaintiffs' Motion for Service Award, and consistent with Paragraph 96 of the Settlement Agreement, the Class Representatives are hereby each awarded One Thousand Five Hundred Dollars and Zero Cents (\$1,000.00), to be paid as specified in the Settlement Agreement.

16. **Modification of the Agreement of Settlement:** Without further approval from the Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement:** If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiff, the other Settlement Class Members and Defendant, and the Parties shall revert to their respective positions in the Litigation as of the date prior to execution of the Settlement Agreement, as provided in the Settlement Agreement.

18. **Entry of Judgment:** There is no just reason for delay of entry of this Judgment as a final judgment in this Litigation. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final Judgment in the Litigation.

IT IS SO ORDERED this _____ day of _____, 202_____.

The Honorable Thomas Conley
Judge of Hennepin County District Court