

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Court File No. 27-CV-24-9850
Case Type: Civil – Other/Misc.

*In re Consulting Radiologists Data
Incident Litigation*

**ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

This matter having come before the Honorable Thomas Conley, Judge of the above-named court, on February 25, 2026, by Zoom on Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”).

Christopher Renz appeared representing the Plaintiffs/Claimants. David Ross appeared representing Defendant Consulting Radiologists.

The Court having reviewed and considered the Motion and all other papers that have been filed with the Court related to the Motion, including all declarations, exhibits thereto, and Settlement Agreement, and the Court being fully advised, the Court makes the following:

ORDER

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class Members, and Defendant.
3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order (Index No. 64).

4. The Court-approved Notice was distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement Agreement and Preliminary Approval Order. The Settlement Administrator also established a settlement website for Settlement Class Members that provided access to the Notice and other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Minnesota Constitutions and the requirements of Minnesota Rule of Civil Procedure 23.05(a) and constituted the best notice practicable under the circumstances.

5. Plaintiffs 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 are confirmed as Class Representatives for the Settlement Class.

6. Bryan L. Bleichner of Chestnut Cambronne PA, Anne T. Regan of Hellmuth & Johnson PLLC, Brian C. Gudmunson of Zimmerman Reed LLP, and E. Michelle Drake of Berger Montague PC are confirmed as Class Counsel for the Settlement Class.

7. The Court grants certification for settlement purposes of the following Settlement Class:

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.

8. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

9. Twenty-six individuals filed timely requests with the Settlement Administrator to be excluded.

10. No class members submitted timely objections to the Settlement Agreement.

11. The Settlement Class meets all requirements for certification under Minnesota Rules of Civil Procedure 23.01-23.02 for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of Their Motion for Final Approval of Class Action Settlement and Class Notice Plan. In particular, the Settlement Class satisfies the following Rule 23 requirements for settlement purposes: (1) numerosity is satisfied because the Settlement Class includes over 580,000 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant properly maintained Plaintiffs' and Class Members' Private Information; (3) typicality is satisfied because the claims of Plaintiffs and the Settlement Class arise out of the Data Incident; and (4) adequacy is satisfied because the Settlement Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

12. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representatives' and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Litigation to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the Settlement was strong, with zero objections and only twenty-six requests for exclusion. The Settlement was negotiated on behalf of the Settlement Class by competent class action counsel following a mediation with an experienced mediator (Hon. David Jones (Ret.)) and involving arms-length negotiations between the Parties. Following the mediation, the Parties reached settlement in principle, subject to execution of a final, to-be-negotiated settlement agreement. As part of the settlement negotiations, the Parties engaged in confirmatory discovery. The Parties therefore were well-informed regarding the merits of this Litigation and the strengths and weaknesses of their respective positions.

13. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

14. As set forth in Paragraph 91 of the Settlement Agreement, as of the Settlement Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and

completely discharged the Released Parties from all causes of action 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.

15. The 26 Settlement Class Members who opted out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

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

17. The Settlement Administrator shall issue payments to all Settlement Class Participants as described in the Settlement Agreement. The Settlement Administrator shall treat as timely all valid claims returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline.

18. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

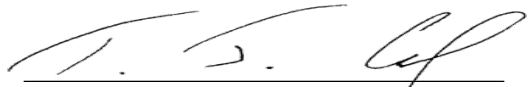
19. Neither this Order and Final Judgment, nor any of the materials described in the Settlement Agreement, shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

20. The Clerk of Court is directed to enter and docket this Order and Final Judgment in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Dated: February 25, 2026



Thomas J. Conley
Judge of Hennepin County District Court