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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CLARISSA CASTRO, AMBER FRIEDRICH, DUNCAN MEADOWS, JOHN SOUTH, and NYREE ZAPATA, ***individually and on behalf of all others similarly situated*****,** **Plaintiffs,** **v.** **ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP,** **Defendant.**	**Case No. 37-2024-00024339-CU-NP-CTL** **PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Hearing Date: July 17, 2026 Hearing Time: 10:30 AM Hearing Location: Hall of Justice Fourth Floor, Dept. SD-64 330 W. Broadway San Diego, CA 92101 Action Filed: May 28, 2024

I. INTRODUCTION

Pursuant to pursuant to Code of Civil Procedure § 382 and California Rule of Court 3.769(d), Plaintiffs[1] file this Unopposed Motion for Preliminary Approval of Class Action Settlement. The Motion is supported by the Joint Declaration of Class Counsel ("Joint Decl."), attached as ***Exhibit B***.

Defendant is a multi-specialty, not-for-profit healthcare organization with facilities across the

[1] All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached as ***Exhibit A***.

San Diego, California area. *See generally* Complaint, ¶ 1. For the purpose of providing healthcare services, Defendant collects and maintains information from and about its patients, which can include their names and contact information, as well as financial and healthcare information. On May 5, 2024, Defendant detected unauthorized activity in its computer network, including a ransom note and encryption of certain systems. Defendant immediately initiated containment and investigation efforts. Defendant's investigation ultimately determined that hackers accessed its network without authorization between April 23, 2024, and May 5, 2024, and during that time accessed or acquired files containing Private Information before executing ransomware that encrypted Defendant's systems.

Defendant provided various notices of the Data Incident to its patients, including email notices on or about May 21, 2024, and June 12, 2024, as well as written notice mailed on or about October 15, 2025. Defendant has confirmed that the Private Information of approximately 1,132,116 individuals was impacted in the Data Incident.

To avoid the risk and expense of litigation, the Parties agreed to a settlement to resolve Plaintiffs' claims on a class-wide basis. As demonstrated below, the Settlement provides significant relief for the Settlement Class, including a non-reversionary, all-cash $3,100,000.00 Settlement Fund and confirmation of certain Business Enhancements undertaken by Defendant that provide increased data security measures to protect against future incidents and which further benefit the Settlement Class.

As detailed below, the Agreement meets all the requirements to grant Preliminary Approval and enter an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing the Plaintiffs as Class Representatives; (iv) appointing Kristen Lake Cardoso, Bart D. Cohen, Danielle L. Perry, and Jason M. Wucetich as Class Counsel for the Settlement Class; (v) approving the form of the Notices and the Notice Program; (vi) approving the Claim Form and the Claim process; (vii) appointing Angeion Group, LLC as the Settlement Administrator; (viii) establishing procedures and deadlines for the Settlement Class Members to opt-out of or object to the Settlement; (ix) scheduling a Final Approval Hearing at which time the Court will consider whether to grant Final Approval of the Settlement and Class Counsel's

Application for Attorneys' Fees, Costs, and Service Awards; and (x) staying all other deadlines and proceedings in this Action until further order of the Court.

II. PROCEDURAL HISTORY

On May 28, 2024, Plaintiff Clarissa Castro filed a Complaint against Defendant based on the alleged unlawful exposure of her and all similarly situated individuals' Private Information, seeking money damages and injunctive relief. Thereafter, a number of similar lawsuits with similar claims and overlapping classes were filed against Defendant regarding the Data Incident. Plaintiffs' counsel in the actions conferred and decided to work cooperatively and litigate their actions in a single action. On September 16, 2024, Plaintiffs filed an Amended Class Action Complaint in this Action, and all other subsequently filed related cases were dismissed. Joint Decl. ¶ 5.

Shortly after the filing of the Action, in an effort to conserve resources for the benefit of the those impacted by the Data Incident, the Parties began discussing settlement and scheduled a mediation before experienced mediator, the Hon. David E. Jones (ret.). On July 30, 2025, the Parties participated in a full-day, private mediation before Judge Jones. In advance of the mediation, Defendant provided Class Counsel with information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information potentially accessed. The mediation concluded with the Parties agreeing to the material terms of the Settlement to resolve all claims on a class-wide basis. Joint Decl. ¶ 6.

Over approximately three months, the Parties worked diligently to finalize the terms of the Agreement and ancillary documents. Joint Decl. ¶ 7. The Agreement was executed on October 31, 2025. *Id*. The Parties did not discuss attorneys' fees and costs or potential Service Awards until after they reached agreement on all material Settlement terms. *Id.*

III. MATERIAL TERMS OF THE SETTLEMENT

A. Settlement Class – Plaintiffs seek Preliminary Approval of the following Settlement Class:

> All individuals whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff. Agreement, ¶ 59.

B. Settlement Fund - The Settlement provides for a non-reversionary $3,100,000.00 all-cash Settlement Fund. *Id.* ¶ 62. Defendant will fully fund the Settlement Fund within 30 days of Preliminary Approval and Defendant's receipt of all necessary documentation and instructions. *Id.* ¶ 65. The Settlement Fund will be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any Attorney's Fees and Costs and Service Awards awarded by the Court. *Id.* ¶ 66.

C. Settlement Class Member Benefits - When submitting a Valid Claim, Settlement Class Members may choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. *Id*. ¶ 69. Settlement Class Members may also elect to receive Credit Monitoring. *Id.* All Cash Payments will be subject to a *pro rata* increase or decrease, depending on the value all Valid Claims received. *Id*. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against without receiving a Settlement Class Member Benefit. *Id.*

***Cash Payments* -** Settlement Class Members who elect Cash Payment A may receive up to $5,000.00 for reasonable documented losses related to the Data Incident. *Id.* ¶ 69.a. Alternatively, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of $60.00. *Id.* ¶ 69.b.

***Credit Monitoring* -** Settlement Class Members may also elect two years of credit monitoring by one bureau, including $1,000.000.00 in identity theft fraud insurance, and dark web notification. *Id* ¶ 69.c.

Business Enhancements – Since the Data Incident, Defendant has undertaken certain business practice enhancements intended to improve the security of its systems and protect against future incidents, which include, among other measures, deployment of endpoint detection and response (EDR) tools, new backup storage capabilities, and additional network monitoring capabilities. Defendant has borne the costs of these Business Practice Improvements separate and apart from the Settlement Fund and agrees that they benefit the Settlement Class. *Id.* ¶ 69.c.

D. Notice Program – The Parties have agreed on a comprehensive Notice Program, which includes a Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone number for frequently asked questions. *Id.* ¶ 42.

No later than five days after Preliminary Approval, Defendant will provide the Settlement Administrator with the Class List containing Settlement Class Members' names, email addresses (if available) and physical mailing addresses (if available). *Id.* ¶¶ 24, 74. Thereafter, within 20 days following Preliminary Approval, the Settlement Administrator shall commence the Notice Program provided herein, using the Court-approved Postcard Notice and Long Form Notice. *Id.* ¶¶ 75.

The Settlement Website will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. *Id.* ¶ 63. The Settlement Administrator will also establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries. *Id.* ¶ 73.e.

The Postcard Notice shall include, among other information: (a) a description of the material Settlement terms; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last day for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. *Id.* ¶ 76. The Long Form Notice will also include procedures for Settlement Class Members to opt-out of the Settlement Class or to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard

Notice shall direct Settlement Class Members to review the Long Form Notice for those instructions. *Id.* ¶¶ 77-79.

The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. *Id.* ¶ 81. If better addresses are found, the Settlement Administrator will attempt to remail the Postcard Notice. *Id.* The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing. *Id.* ¶ 82.

E. Claim Process and Disbursement of Cash Payments - To receive Settlement Class Member Benefits, Settlement Class Members must accurately and timely submit a Claim by the Claim Form Deadline. *See id.* ¶¶ 20, 64. The Claim Form is attached to the Agreement as Exhibit 3. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form, who will review them to determine their validity, eligibility, and the type and amount of the Cash Payment to which the Settlement Class Member may be entitled. *Id.* ¶¶ 84-85. Procedures are included to identify and reject duplicate and prevent fraud and abuse in the Claim Process, as well as to send a Notice of Deficiency to correct missing or inaccurate information on Claim Forms. *Id.* ¶¶ 87-90. The Settlement Administrator will distribute the Settlement Class Member Benefits to those who submitted Valid Claims no later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later. *Id*. ¶ 93. Cash Payments will be made electronically or by paper check, and an email will be sent to Settlement Class Members to select a form of electronic payment or to receive payment by paper check. *Id*. ¶ 94.

F. Disposition of Residual Funds – Any funds remaining in the Settlement Fund 240 days after Settlement Class Members receive an email from the Settlement Administrator to select a form of payment shall be distributed to a *cy pres* recipient approved by the Court. *Id.* ¶ 102. The Parties propose the Electronic Privacy Information Center (www.epic.org). *Id.*

G. Settlement Administrator – The proposed Settlement Administrator, Angeion Group, LLC, is a well-respected and reputable third-party administrator that has significant experience with data breach settlements. Joint Decl. ¶ 10. The Settlement Administrator's duties include the following: (a) Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim; (b) Establish and maintain the Settlement Fund and the Escrow Account; (c) Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms; (d) Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms; (e) Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries; (f) Respond to any mailed Settlement Class Member inquiries; (g) Process all opt-out requests from the Settlement Class; (h) Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information; (i) In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval; (j) Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check; (k) Ensure the issuance of the Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring; (l) Pay Court-approved attorneys' fees and costs out of the Settlement Fund; (m) Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and (n) Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed. Agreement, ¶ 73. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. *Id.* ¶

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H. Opt-Out and Objection Procedures - Consistent with the Settlement's opt-out procedures, the Long Form Notice details that Settlement Class Members who do not wish to participate in the Settlement may opt-out up to 30 days prior to the initial scheduled Final Approval Hearing. *Id.* ¶ 45. By that Opt-Out Deadline, they must mail an opt-out request to the Settlement Administrator that includes their name, address, telephone number, and email address (if any), and a statement indicating a request to opt-out of the Settlement Class. *Id.* ¶ 78. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the Agreement's terms even if that Settlement Class Member does not submit a Valid Claim. *Id.*

The Agreement and Long Form Notice also specify how Settlement Class Members may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. *Id.* ¶ 79. Objections must be sent to the Clerk of the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (30 days prior to the initial scheduled Final Approval Hearing), as specified in the Notice. *Id*. It must set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). *Id.* ¶ 80. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. *Id*.

I. Releases - Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement will be bound by the Settlement, including the Releases that discharge the Released Claims against the Released Parties. *Id.* § XIII. The Released Claims are narrowly tailored and are only claims arising out of or relating to the Data Incident. Joint Decl. ¶ 11.

J. Service Awards, Attorneys' Fees, and Costs - The amount of any Service Awards, attorneys' fees, and costs shall be determined by the Court. Class Counsel shall apply to the Court for Service Awards in the amount of $2,500.00 for each Class Representative in recognition of the time and effort the Class Representatives expended in pursuing this Action and fulfilling their obligations and responsibilities as Class Representatives. Agreement, ¶ 99. Further, Class Counsel shall apply for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. *Id.* ¶ 100. The Application for Attorneys' Fees, Costs, and Service Awards will be filed as part of the Motion for Final Approval filed no less than 45 days before the original date set for the Final Approval Hearing. *Id.* ¶ 97. The Settlement is not contingent on approval of the request for a Service Award, attorneys' fees, and costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 101. The Notices will advise the Settlement Class of the amounts of attorneys' fees that Class Counsel intends to seek. *See id.*, Ex. 1-2.

IV. ARGUMENT

A. The Settlement Class Should be Certified.

Class actions are historically favored in California as a tool for protecting consumer rights. *See Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434. Plaintiffs ask the Court to provisionally certify the Settlement Class, for settlement purposes only, pursuant to Code of Civil Procedure § 382 and California Rule of Court 3.769(d). In California, a class is certifiable if (1) it is ascertainable and sufficiently numerous; (2) there exists a well-defined community of interest among the class members; and (3) a class action would be a superior method of adjudication. *Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; *see also* Code Civ. Proc. § 382. Provisional certification is within the Court's discretion. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35. A "community of interest" exists among class members where there are "(1) predominant common questions of law and fact, (2) class representatives with claims or defenses typical of the class, and (3) class representatives who can adequately represent the class." *Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470; *Brinker*, 53 Cal.4th at 1021. "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." *Linder,* 23 Cal.4th at 435.

For settlement class certification, California courts apply a "lesser standard of scrutiny." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 n.19; *see also Luckey v. Super. Ct.* (2014) 228 Cal.App.4th 81, 93. No trial is anticipated, so the case management issues inherent in the ascertainable class determination need not be confronted. *Luckey*, 228 Cal.App.4th at 93-94. For the same reason, the court need not inquire whether the case, if tried, would present intractable management problems. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Plaintiffs contend, and Defendant does not dispute for settlement purpose only, that each class certification requirement is met. *See* Agreement, ¶ 66; *see also* Weil & Brown, *Cal. Prac. Guide Civ. Proc. Before Trial* (The Rutter Group 2007), 14:139.1 (parties may stipulate to provisionally certify a class for settlement only). Thus, the Court should provisionally certify the Settlement Class.

1. The Settlement Class is Sufficiently Numerous and Ascertainable

First, the Settlement Class satisfies numerosity and ascertainability. Numerosity requires the class to be so numerous that joinder is impractical. *See Richmond,* 29 Cal.3d at 470; Code of Civ. P. § 382. Defendant has confirmed there are approximately 1,132,116 members of the Settlement Class. Joint Decl. ¶ 4. Thus, the Settlement Class is sufficiently numerous.

The Settlement Class is also ascertainable. The definition objectively identifies Settlement Class members. They can readily identify themselves from the Settlement Class definition: all California citizens whose Private Information was compromised as a result of the Data Incident. *See Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980. These individuals are easily identified from Defendant's business records, and those records will also facilitate direct notice to them. Joint Decl. ¶ 4.

2. Common Questions of Law and Fact Predominate

"The ultimate question the element of predominance presents is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." *Brinker,* 53 Cal.4th at 1021 (citations and quotation marks omitted). Common issues predominate when they would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance." *Vasquez v. Super. Ct.* (1971) 4 Cal.3d 800, 810. Not all questions of law or fact must be common to every class member; rather, the "existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998); *see also Collins v. Rocha* (1972) 7 Cal.3d 232, 238. Here, commonality is satisfied because Plaintiffs and Settlement Class members share common questions of law and fact arising from the same common event (*i.e.*, the Data Incident experienced by Defendant from April 23, 2024, to May 5, 2024). Additionally, Plaintiffs alleged numerous common questions of law and fact—including whether "Defendant had a duty to protect the Private Information of Plaintiffs and Class Members," "Defendant was negligent in collecting, storing and safeguarding Plaintiffs' and Class Members' Private Information, and breached its duties thereby," and Plaintiffs and Class Members are entitled to damages and/or injunctive relief as a result of Defendant's wrongful conduct. Complaint, ¶ 159.

Such allegations are sufficient to satisfy commonality. *See, e.g.*, *In re 23andMe, Inc. Customer Data Sec. Breach Litig.*, No. 24-md-03098-EMC, 2024 WL 4982986, at *13 (N.C. Cal. Dec. 4, 2024) (finding that "[c]ommon questions exist because the [class members] were subject to the same data breach; plus, there are common questions related to the breach such as whether [defendant] could have had better security policies to protect [class member] information"); *In re Loandepot Data Breach Litig*., No. 8:24-cv-00136, ECF No. 88 (C.D. Cal. Jan. 13, 2025) (finding commonality satisfied in a data breach class action); *In re Postmeds*, No. 23-cv-05710-HSG, 2024 WL 4894293, at *3 (N.D. Cal. Nov. 26, 2024) (same); *Peterson v. Vivendi Ticketing US LLC*, No. CV 23-7498-MWF (DFMx), 2024 WL 3915154, *8 (C.D. Cal. June 20, 2024) (same); *Hellyer v. Smile Brands Inc*., No. 8:21-cv-01886, ECF No. 83 (C.D. Cal. Aug. 4, 2023) (same).

3. Plaintiffs' Claims Are Typical of the Settlement Class

Typicality requires the named plaintiff's interests be similar to those of other class members. *See Fireside Bank v. Super. Ct.* (2007) 40 Cal.4th 1069, 1090. "Typicality does *not* require that the representative plaintiff's claims and those of the class members be identical or perfectly aligned." *Gonzales v. San Gabriel Transit, Inc.* (2019) 40 Cal.App.5th 1131, 1161 (emphasis added) (citing *Wershba*, 91 Cal.App.4th at 228). Rather, the plaintiff's and class members' claims need only arise from similar conduct and implicate the same legal theories to motivate the plaintiff to litigate for all class members. *Id.* (citing *Classen v. Weller* (1983) 145 Cal.App.3d 27, 45). Here, Plaintiffs' claims are based on the same facts and underlying legal theories. Like other Settlement Class members, Plaintiffs' claims all arise from the same event (i.e., the Data Incident). Because the same proof would suffice for Plaintiffs' and Settlement Class members' claims, typicality is satisfied.

4. Plaintiffs and Class Counsel Will Adequately Protect the Settlement Class

The representative plaintiff must adequately protect the interests of the class. Cal. Code Civ. Proc. § 382; *National Solar Equipment Owners' Assn. v. Grumman Corp.* (1991) 235 Cal.App.3d 1273, 1284. Indeed, a class plaintiff assumes a fiduciary obligation to class members, "surrendering any right to compromise the group action in return for individual gain." *La Sala v. Am. Sav. & Loan Ass'n* (1971) 5 Cal.3d 864, 871. This requires (1) no disabling conflicts of interest between the class representative and the class, and (2) class counsel must be competent and experienced. *McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.

Plaintiffs understand their responsibilities and roles as Class Representatives are to remain informed and assist Class Counsel in the interest of the Settlement Class. Joint Decl. at ¶ 13. They understand they cannot, and do not, have any claims antagonistic to or in conflict with other Settlement Class members. *Id.* As discussed above, they are pursuing the same legal theories and remedies as the rest of the Settlement Class. Plaintiffs have undertaken reputational risks in bringing this Action and putting their names on the case. *Id.* ¶ 14. Plaintiffs have effectively communicated with Class Counsel, have provided pertinent documents to Class Counsel, and were willing to sit for a deposition. *Id.* ¶ 13.

Further, as indicated by Class Counsel's firm resumes, attached to the Joint Declaration and submitted herewith, Plaintiffs retained qualified counsel with substantial experience in complex litigation and data breach class actions. *See* Joint Decl. ¶ 28; *see also* Exs. 1-4 thereto.

Accordingly, Plaintiffs and Class Counsel meet the adequacy of representation requirement.

5. A Class Action is a Superior Method of Adjudication

Superiority is satisfied if "the class action proceeding is superior to alternative means for fair and efficient adjudication of the litigation." *Sav-On Drug Stores, Inc. v. Super. Ct.* (2004) 34 Cal.4th 319, 322. A class action is superior when it "both eliminates the possibility of repetitious litigation and provides claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation." *Richmond,* 29 Cal.3d at 469. Certifying the Settlement Class will satisfy these objectives. Because the proof is common, a class action will avoid repetitive and needless litigation, permitting all claims to be resolved once with binding effect. The alternative is thousands of separate cases; but here, it would be impracticable and economically infeasible to bring individual suits. *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 715 (where "defendant will retain the benefits from its alleged wrongs" without a class action, "[a] procedure that would permit the allegedly injured parties to recover. . . is to be preferred over the foregoing alternative."). This is particularly true here, as in many consumer protection lawsuits, where "the vast majority of class members have a *de minimis* interest in individually controlling the prosecution of their claims because the monetary value of their damages would be dramatically outweighed by the cost of litigating an individual case." *In re TD Bank, N.A. Debit Card Overdraft Fee Litig.,* 325 F.R.D. 136, 162 (D.S.C. 2018). Thus, absent certification, most Settlement Class members would unjustly never seek redress. "The class action is a product of the court of equity. It . . . [was] adopted to prevent a failure of justice." *City of San Jose v. Super. Ct.* (1974) 12 Cal.3d 447, 458. At bottom, a class action preserves judicial resources, promotes efficiency, and provides substantial benefits to both the litigants and the Court.

* * *

In sum, the proposed Settlement Class meets all certification criteria and should be certified to effectuate the Settlement. *See Dean Witter Reynolds, Inc. v. Superior Court* (1989) 211 Cal.App.3d 758, 773 (when the requirements are met, "a trial court is under a duty to certify the class and is vested with no discretion to deny certification based on other considerations"); *see also Dunk,* 48 Cal.App.4th 1807 n.19 (stating a lesser standard of scrutiny applies when evaluating settlement class certification).

B. The Settlement Should be Preliminarily Approved.

A class action may not be settled or compromised without "the approval of the court after hearing." Cal. Rule of Court 3.769(a). This requirement's purpose is "[t]o prevent fraud, collusion or unfairness to the class," and the court must determine whether "the settlement is fair, adequate, and reasonable." *Dunk*, 48 Cal.App.4th at 1800-01. "Public policy generally favors the compromise of complex class action litigation." *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (internal quotation omitted).

At this preliminary approval stage for proposed class action settlements, the Court need only "scrutinize the proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiated parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned." *Wershba*, (2001) 91 Cal.App.4th at 245 (internal quotation marks omitted). Courts examine several non-exclusive factors including:

> [T]he strength of the plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement.

Id. at 244-45 (citing Dunk, 48 Cal.App.4th at 1801 and *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982)). The Court must be satisfied the settlement is "within the ballpark of reasonableness." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. The Court should give "[d]ue regard to what is otherwise a private consensual agreement between the parties." *Dunk*, 48 Cal.App.4th at 1801. If the settlement falls in the range of possible approval, the second step is where notice is sent and a final approval hearing is scheduled. *Alaniz v. Cal. Processors, Inc.*, 73 F.R.D. 269, 273 (N.D. Cal. 1976).

Courts presume a proposed settlement is fair and reasonable when it results from arm's-length negotiations, sufficient investigation and discovery to allow counsel and the Court to act intelligently, counsel are experienced in similar litigation, and the percentage of objectors is small.[2] *Kullar,* 168 Cal.App.4th at 128. Here, each relevant factor supports the presumption.

First, the Agreement is the product of vigorous, non-collusive, good faith, and arm's-length negotiations. Joint Decl. ¶ 7. Attorneys' fees, costs, and the Service Awards were only discussed after agreeing to all other material settlement terms, eliminating risk of a trade-off between compensation for the Settlement Class and for Class Counsel or the Class Representatives. *Id.*

Second, Defendant provided Class Counsel details "sufficient for the court to intelligently evaluate the adequacy of the settlement." *Kullar,* 168 Cal.App.4th at 129-30. The Settlement provides $3,100,000.00 for a class of 1,132,116 (which equates to a value of $2.74 per Settlement Class member). *See* Agreement, ¶ 59; Joint Decl. ¶ 22. This strongly weighs toward approval because "other courts have approved settlements in privacy and security cases when each class member received just a few dollars or less." *Carter v. Vivendi Ticketing US LLC*, No. SACV 22-01981-CJC (DFMx), 2023 WL 8153712, at *5 (C.D. Cal. oct. 30, 2023). Indeed, this Settlement provides more value per Settlement Class member than analogous data breach settlements. *See, e.g.*, *In re Loandepot Data Breach Litig.*, No. 8:24-cv-00136, ECF No. 88 (approving a $25 million common fund for a class of 16,924,007 which equated to $1.48 per class member).

Of the causes of action alleged, the claim for violation of the California Consumer Privacy Protection Act, Civ. Code § 1798.150, allows for statutory damages of between $100 and $750, and the claim for violation of the Confidentiality of Medical Information Act, Civ. Code § 56, allows for

[2] Only the first three factors are discussed here since Notice has not yet been sent to the Settlement Class.

nominal damages or $1,000 (or, for both, actual damages, if greater). Plaintiffs' remaining claims otherwise only allow for equitable relief and compensatory damages, which in a data breach case may be difficult to prove and may vary among class members. Thus, even if they prevailed on their statutory claims, each Settlement Class member could hope to obtain perhaps a maximum of $1,750, or actual damages, whichever is greater. The compromise amounts in the proposed Settlement exceed that amount: up to $5,000 represents fair compromises of potential statutory damages in light of the litigation risks. As a result, this factor supports approving the Settlement.

The Settlement recognizes the inherent risks, costs, and delay associated with the prosecution of data breach class actions. *Id.* at ¶ 30. Data breach class action litigation is a relatively new and still evolving area of litigation, and so the usual risks in litigation are "heightened." *Carter*, 2023 WL 8153712, at *6. Evaluating the strength of a data breach case is difficult because "there have been no data breach cases tried to verdict, and only a handful of cases have achieved class certification." *In re Postmeds*, 2024 WL 4894293, at *6. In data breach cases, protracted litigation poses substantial risks—especially in terms of establishing liability and damages. *In re 23andMe, Inc. Customer Data Sec. Breach Litig.*, 2024 WL 4982986, at *16 (explaining that "on liability for the negligence-based claims, [defendant] could argue contributory negligence if a [class member] recycled login credentials or failed to use a unique password" and that "if the class asserts that [class members] suffered losses as a result of the data breach, quantifying those losses—which could be both economic and noneconomic—could be difficult" and that "variation in individual injuries suffered and potential damages claimable, while not necessarily preclusive of certification under Rule 23(b)(3) as noted above, poses challenges"); *see also Harbour*, 2024 WL 171192, at *4 (noting that "this factor favors the settlement" because the "data breach injury asserted is legally unproven, technically complex, and potentially of little value"). Additionally, class litigation poses substantial risks of "denial or reversal of class certification . . . losing on summary judgment or at a jury trial . . . [or] revers[al] on appeal" which would "effectively extinguish any hope of recovery by the Settlement Class." *In re Postmeds*, 2024 WL 4894293, at *7. "Historically, data breach cases have experienced minimal success in moving for class certification." *Carter*, 2023 WL 8153712, at *6 (quoting *Gaston v. Fabfitfun, Inc.*, No. 2:20-cv-09534, 2021 WL 6496734, at *3 (C.D. Cal. Dec. 9, 2021)). These risks support approval because "the notion that a district court could decertify a class at any time is an inescapable and weighty risk that weighs in favor of a settlement." *Harbour*, 2024 WL 171192, at *4; *see also*) (noting that "if the case were to proceed through trial, Plaintiffs would encounter risks in obtaining and maintaining certification of the class"). Here, Defendant could succeed at the class certification, summary judgment, trial and appellate stages. Joint Decl. ¶ 23. Moreover, even if Plaintiffs won a judgment, the recovery might be no greater or less. *Id.* The only certainty is if litigation continues, the Settlement Class will have to wait for any recovery, and both Parties will incur significant additional fees and costs. *Id.*

Thus, given the Settlement is within the accepted range of other approved settlements in similar data breach cases and the risks associated with continued litigation, the Court has sufficient information to establish the amount in controversy and the realistic range of outcomes to evaluate the adequacy of the Settlement.

<u>Third</u>, all the Parties are represented by experienced and sophisticated counsel with familiarity litigating class actions, and data breach cases specifically. *See* Joint Decl. ¶ 28, and Exs. 1-4 thereto.

Based on the foregoing, the Court should find a presumption of fairness applies to the Settlement and that it is within the range of reasonableness to warrant Preliminary Approval.

C. The Court Should Appoint the Proposed Class Representatives, Class Counsel, and Settlement Administrator.

Plaintiffs seek appointment as Class Representatives. Plaintiffs have cooperated with Class Counsel and assisted in the preparation of the complaints and in settlement of the Action. Joint Decl. ¶¶ 13-14. Moreover, Plaintiffs are committed to continuing to assist Class Counsel through Final Approval. *Id.* Because Plaintiffs are adequate, the Court should appoint them as Class Representatives. *See* § IV.A.4., *supra*.

For the same reasons discussed above for adequacy of representation, the Court should appoint Kristen Lake Cardoso, Bart D. Cohen, Danielle L. Perry, and Jason M. Wucetich as Class Counsel. Plaintiffs and the Settlement Class are represented by qualified and competent Class Counsel who are leaders in the class action field with extensive experience prosecuting and resolving complex class actions. Before commencing litigation, they investigated the potential claims against Defendant, interviewed potential plaintiffs, and gathered information regarding the Data Incident. Joint Decl. ¶ 17. Class Counsel has devoted substantial time and resources to this Action and will continue to do so. *Id.* ¶.

Finally, subject to Court approval, the Parties have agreed Angeion Group, LLC should be the Settlement Administrator. Angeion Group, LLC is a well-respected and reputable third-party administrator that was mutually selected by the Parties and has a long history of successful class action administrations, including for data breach class action settlements. *Id*. ¶ 10.

D. The Notice Program Contains the Best Notice Practicable.

"If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court." Cal. Rules of Court, Rule 3.769(f). Here, the Notice Program provides the best method of notice practicable. *See* III.D., *supra*. The proposed notice must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. The notice must be of such nature as to reasonably convey the required information, and it must afford a reasonable time for those interested to make their appearance." *Noel,* 7 Cal.5th at 981-82. The requirements of due process are satisfied where there is "meaningful notice in a form that should have a reasonable chance of reaching a substantial percentage of the class members." *Id.* at 983; *see also Wershba*, 91 Cal.App.4th at 251. Here, the Parties' proposed Postcard Notice and Long Form Notice do this. *See* Agreement, ¶¶ 74-77; Ex. 1-2. The Notice Program's reliable procedures will ensure the Settlement Class receives Notice. Moreover, the proposed Postcard Notice and Long Form Notice comply with California Rule of Court, Rule 3.776(d) and (e), by giving, a brief explanation of the case, including the Parties' basic contentions; a statement that Settlement Class members may request exclusion by a specified date and the opt-out procedure; and a statement the judgment will bind all members who do not request exclusion. This will give members sufficient information to decide whether to accept the Settlement Class Member Benefits or to opt-out. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 56 ("No more than that [is] required."). The proposed Postcard Notice and Long Form Notice meet the above requirements and are accurate, informative, neutral, and readable by the average person using plain, simple language. Moreover, the Postcard Notice will be directly mailed, satisfying due process. *See, e.g.*, *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1390-93. Accordingly, the Court should find the Notice Program is adequate to "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings." *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164 (citation omitted).

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this motion and enter the [Proposed] Preliminary Approval Order, attached to Agreement as Exhibit 4. That proposed order includes the applicable deadlines leading up to the Final Approval Hearing.

Dated: November 3, 2025

Respectfully submitted,

/s/ Kristen Lake Cardoso
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Attorneys for Plaintiffs and the Putative Settlement Class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in State of Florida. I am over the age of 18 and not a party to the within action. My business address is 1 West Las Olas Blvd., Ste. 500, Fort Lauderdale, Florida 33301.

On **November 3, 2025**, I served the document(s) described as:

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Danielle A. Ocampo **FREEMAN MATHIS & GARY, LLP** 3030 Old Ranch Parkway, Suite 200 Seal Beach, CA 90740 Danielle.ocampo@fmglaw.com	Attorneys for Defendant **ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP**

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[X] **BY E-MAIL:** I hereby certify that this document was served from Fort Lauderdale, Florida, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **November 3, 2025**, at Fort Lauderdale, Florida.

Sandra Marcheco	*/s/ Sandra Marcheco*
Type or print name	Signature

EXHIBIT A

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CLARISSA CASTRO, AMBER FRIEDRICH, DUNCAN MEADOWS, JOHN SOUTH, and NYREE ZAPATA, *individually and on behalf of all others similarly situated*,

Plaintiffs,

v.

ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP,

Defendant.

Case No. 37-2024-00024339-CU-NP-CTL

SETTLEMENT AGREEMENT

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

I. Procedural History

1. Defendant is a multi-specialty, not-for-profit healthcare organization with facilities across the San Diego, California area.

2. For the purpose of providing healthcare services, Defendant collects and maintains information from and about its patients, which can include their names and contact information, as well as financial and healthcare information.

3. On May 5, 2024, Defendant detected unauthorized activity in its computer network, including a ransom note and encryption of certain systems. Defendant immediately initiated

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

containment and investigation efforts.

4. Defendant's investigation ultimately determined that hackers accessed its network without authorization between April 23, 2024, and May 5, 2024, and during that time accessed or acquired files containing Private Information, as defined herein, before executing ransomware that encrypted Defendant's systems.

5. Defendant provided various notices of the Data Incident to its patients, including email notices on or about May 21, 2024, and June 12, 2024, as well as written notice mailed on or about October 15, 2025.

6. On May 28, 2024, Plaintiff Clarissa Castro filed a Complaint against Defendant based on the alleged unlawful exposure of her and all similarly situated individuals' Private Information, seeking money damages and injunctive relief.

7. Thereafter, a number of similar lawsuits with similar claims and overlapping classes were filed against Defendant regarding the Data Incident. Plaintiffs' counsel in the actions conferred and decided to work cooperatively and litigate their actions in a single action.

8. On September 16, 2024, Plaintiffs filed an Amended Class Action Complaint in this Action, and all other subsequently filed related cases were dismissed.

9. Shortly after the filing of the Action, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement and scheduled a mediation before experienced mediator, the Hon. David E. Jones (ret.), for April 10, 2025. The mediation was rescheduled several times due to Defendant's continued forensic investigation of the Data Incident and compliance with notice and reporting requirements under HIPAA and other applicable law.

10. On July 30, 2025, the Parties participated in a full-day, private mediation before the

Hon. Jones. In advance of the mediation, Defendant provided Plaintiffs' counsel with information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information potentially accessed. The mediation concluded with the Parties agreeing to the materials terms of a settlement to resolve all claims on a classwide basis.

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

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. <u>Definitions</u>

12. "**Action**" means the above-captioned action, *Clarissa Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group*, Case No. 37-2024-00024339-CU-NP-CTL (San Diego Cnty., CA).

13. "**Agreement"** or **"Settlement**" or "**Settlement Agreement**" means this Settlement Agreement between Plaintiffs and Defendant.

14. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's Attorney's Fees and Costs and Service Awards for the Class Reprsentatives.

15. **"Attorney's Fees and Costs"** means the attorneys' fees, expenses, and costs reasonably incurred by Class Counsel in prosecuting the Action, as approved by the Court upon motion by Class Counsel. Such amounts may include, without limitation, attorneys' fees, court filing fees, transcript costs, expert and consultant fees, legal research charges, travel expenses, mediation fees, and other litigation-related fees and costs.

16. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

17. "**Cash Payment A – Documented Losses**" means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

18. "**Cash Payment B – Alternate Cash**" means the cash compensation that Settlement Class Members may elect under the Settlement in lieu of any claim for Cash Payment A – Documented Losses.

19. “**Claim Form”** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified as necessary, subject to the Parties’ approval.

20. “**Claim Form Deadline”** shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

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

22. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

23. **“Class Counsel**” means: Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Bart D. Cohen of Bailey Glasser LLP, Danielle L. Perry of Mason LLP, and Jason M. Wucetich of Wucetich & Korovilas LLP.

24. “**Class List**” is the list of Settlement Class members provided by Defendant to the Settlement Administrator for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class members’ names and mailing addresses.

25. “**Class Representatives**” means the Plaintiffs the Court approve to serve on behalf of the Settlement Class.

26. “**Credit Monitoring**” means CyEx Identity Defense Complete, which includes two years of credit monitoring by one bureau that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

27. “**Complaint**” means the Amended Class Action Complaint filed on September 16, 2024 in the Action.

28. “**Court**” means the Superior Court of California, County of San Diego, and the Judge(s) assigned to the Action.

29. “**Data Incident**” means any actual, alleged, or potential unauthorized access to, acquisition of, exfiltration of, theft of, disclosure of, compromise of, misuse of, loss of, or inability to access Private Information, that occurred in connection with the cybersecurity incident on Defendant's computer systems between April 23, 2024, and May 5, 2024, including but not limited to the events, facts, circumstances, conduct, acts, or omissions alleged in the Complaint or otherwise in the Action, and any other events, facts, circumstances, conduct, acts, or omissions of a similar factual nexus. For avoidance of doubt, “Data Incident” includes all such events regardless of whether they are characterized as a data breach, security incident, privacy incident, cyberattack, ransomware attack, intrusion, or otherwise.

30. “**Defendant**” means Arch Health Partners, Inc. d/b/a Palomar Health Medical Group.

31. “**Defendant’s Counsel**” means David A. Cole and Danielle A. Ocampo of Freeman Mathis & Gary, LLP.

32. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

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

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

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of Attorney’s Fees and Costs and the Service Awards awarded.

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

38. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court, subject to prior review and approval by Defendant’s Counsel, seeking Final Approval of the Settlement.

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court, subject to prior review and approval by Defendant’s Counsel, seeking Preliminary Approval of the Settlement.

40. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs and any Attorney’s Fees and Costs and Service

Awards.

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

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and which consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

44. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

45. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

46. “**Party**” means any of the Plaintiffs or the Defendant, and “Parties” means Plaintiffs and Defendant collectively.

47. “**Plaintiffs**” means Clarissa Castro, Amber Friedrich, Duncan Meadows, John South, and Nyree Zapata.

48. “**Private Information**” means the personally identifiable information and protected health information accessed or acquired in the Data Incident, which varied among individuals but included name, address, date of birth, Social Security number, medical history information, disability information, diagnostic information, treatment information, prescription information, physician information, medical record number, health insurance information, subscriber number, health insurance group/plan number, credit/debit card number, security code/PIN number, expiration date, email address and password, and/or username and password.

49. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1,*** that the Settlement Administrator may disseminate to Settlement Class members by mail.

50. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

51. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

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

53. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, whether based on any federal, state, local, statutory, or common law, rule, or regulation of any kind, or any other legal or equitable theory or basis of relief of any kind against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, including but not limited to the unauthorized access to or acquisition of Private Information.

54. "**Released Parties**" means Defendant and Defendant's past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, including, but not

limited to, Pacific Accountable Care, LLC, and Graybill Medical Group, Inc.; and each of their respective past, present, and future officers, directors, shareholders, partners, members, employees, agents, contractors, insurers, reinsurers, attorneys, representatives, and any other persons acting on their behalf or in concert with them, including but not limited to Travlers and Corvus. This definition also includes any entity or individual that could be alleged to be jointly or severally liable with Defendant or otherwise allegedly responsible for the Data Incident and/or any of acts or omissions alleged in the Action or the Complaint, including but not limited to any third-party vendors, service providers, or data processors of Defendant and the other individuals and entities within the definition of Relelased Parties herein.

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

56. "**Service Awards**" means the cash payment Class Counsel will request the Court to award the Paintiffs for serving as the Class Representatives.

57. "**Settlement Administrator**" means Angeion Group, LLC.

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

59. "**Settlement Class**" means all individuals whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

60. "**Settlement Class Member**" means any member of the Settlement Class who has not opted-out of the Settlement.

61. "**Settlement Class Member Benefit**" means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

62. "**Settlement Fund**" means the non-reversionary all cash $3,100,000.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein. Defendant shall have no obligation to pay any additional amounts beyond the Settlement Fund, and shall not bear any further financial responsibility in connection with the Settlement, regardless of the total value of Claims or Valid Claims submitted, amounts awarded by the Court for Attorney's Fees and Costs or for Service Awards or otherwise, the Settlement Administration Costs, or any other amount or cost of any kind.

63. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable until such time that any residual funds are distributed pursuant to Section XII herein.

64. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim

Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

65. Defendant shall fund or cause to be funded the entire Settlement Fund within thirty (30) days after all of the following conditions have been satisfied: (a) entry of the Preliminary Approval Order; (b) Defendant's Counsel has received from Class Counsel complete wire transfer and physical delivery instructions for the Settlement Fund; and (c) Defendant's Counsel has received from each of the Plaintiffs a completed and signed IRS Form W-9 and his or her date of birth, which the Parties agree is necessary to enable Defendant to comply with applicable tax reporting requirements and Medicare, lien, and other payment obligations. Defendant shall have no obligation to fund the Settlement Fund or pay any Service Awards until all such conditions are met. In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settelment Administraton Costs, all funds remaining in the Settlement Fund shall be returned pro rata to the Defendant.

66. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; and (2) all Settlement Administration Costs; (3) any Attorney's Fees and Costs awarded by the Court; and (4) any Service Awards awarded by the Court.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund"

within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. <u>Certification of the Settlement Class</u>

68. In the Motion for Preliminary Approval, Plaintiffs shall request the Court certify the Settlement Class for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. <u>Settlement Class Member Benefits</u>

69. When submitting a Valid Claim, Settlement Class Members may choose either Cash

Payment A – Documented Losses or Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Setlement Administration Costs, and court-approved Attorney's Fees and Costs, and court-approved Service Awards; then for payment of Credit Monitoring services claimed; then for Cash Payment A – Documented Losses; and then to all those who elect Cash Payment B. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

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

Settlement Class Members may submit a claim for a Cash Payment under this section for up to $5,000.00 per Settlement Cass Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notifications provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

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

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a alternative cash payment in the estimated amount of $60.00, dependent on the *pro rata* increase or decrease referenced above.

c. **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include two years of single bureau credit monitoring, including $1,000,000 in identity fraud insurance, and dark web monitoring.

d. **Business Practice Enhancements**

Defendant represents that, since the Data Incident, it has undertaken certain business practice enhancements intended to improve the security of its systems and protect against future incidents, which include, among other measures, deployment of endpoint detection and response (EDR) tools, new backup storage capabilities, and additional network monitoring capabilities.

Defendant has borne the costs of these Business Practice Improvements separate and apart from the Settlement Fund and agrees that they benefit the Settlement Class.

VI. Settlement Approval

70. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Notices; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Angeion Group, LLC as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Kristen Lake Cardoso, Bart D. Cohen, Danielle L. Perry, and Jason M. Wucetich as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

71. The Parties agree that, subject to Court approval, Angeion Group, LLC shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

72. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice

Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

73. The Settlement Administrator's duties include the following:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund and the Escrow Account;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensure the issuance of the Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;

l. Pay Court-approved Attorney's Fees and Costs out of the Settlement Fund;

m. Pay Court-approved Service Awards out of the Settlement Fund;

n. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed.

VIII. <u>Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures</u>

74. Defendant will provide the Settlement Administrator with the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

75. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

76. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

78. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member

may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

79. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

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

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

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

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

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

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

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding interrogatories and/or document requests.

81. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to remail the Postcard Notice.

82. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

83. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

84. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by printing a copy of the Claim Form and mailing it to the Settlement Administrator at the address designated on the Claim Form.

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

86. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf

of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

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

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

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication or otherwise;

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

c. If a Claim is rejected for fraud or duplication or otherwise, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

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

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

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

93. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

94. Cash Payments to Settlement Class Members will be made by electronic payment

or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

95. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

96. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

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

97. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear

argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

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

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. <u>Service Awards, Attorneys' Fees, and Costs</u>

99. ***Sevice Awards -*** In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement,

Class Counsel shall request a Service Award for each of the Class Representatives in the amount not to exceed $2,500 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date. The Service Awards payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits from the Settlement Fund.

100. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorney's fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The Attorney's Fees and Costs approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

101. This Settlement is not contingent on approval of the request for Service Awards or Attorney's Fees and Costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Service Awards and Attorney's Fees and Costs were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

102. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the Electronic Privacy Information Center, to be approved by the Court.

XIII. Releases

103. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of

the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

104. The Class Representatives waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Class Represetatives also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code § 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

105. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

106. 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 any of 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.

107. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

108. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

110. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further

force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

111. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred as of the date of termination of this Agreement or the date this Agreement fails to become effective.

XV. <u>Effect of Termination</u>

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

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

XVI. <u>No Admission of Liability</u>

114. This Agreement reflects the Parties' compromise and settlement of disputed claims.

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

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

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

117. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission

of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XVII. Miscellaneous Provisions

119. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. Neither the Parties nor Class Counsel nor Defendant's Counsel will make any public statement or disclosure about the Settlement that has not been approved by the other side, except as required or authorized by law, or as required or authorized by this Agreement for purposes of obtaining the necessary Court approvals of the Settlement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws

and regulations, and as necessary to effect the Settlement.

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

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

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

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

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

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

126. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of California, without

regard to the principles thereof regarding choice of law.

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

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

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

<u>If to Plaintiffs or Class Counsel</u>:

Kristen Lake Cardoso
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
cardoso@kolawyers.com

Bart D. Cohen
BAILEY GLASSER LLP
1622 Locust Street
Philadelphia, PA 19103
bcohen@baileyglasser.com

Danielle L. Perry
MASON LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
dperry@masonllp.com

Jason M. Wucetich
WUCETICH & KOROVILAS LLP
222 N. Pacific Coast Hwy., Suite 2000
El Segundo, CA 90245
jason@wukolaw.com

<u>If to Defendant or Defendant's Counsel</u>:

David A. Cole
FREEMAN MATHIS AND GARY, LLP
100 Galleria Parkway, Suite 1600
Atlanta, GA 30339
dcole@fmglaw.com

Danielle A. Ocampo
FREEMAN MATHIS & GARY, LLP
3030 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
danielle.ocampo@fmglaw.com

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

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

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

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

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

134. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFFS

Clarissa R. Castro (Oct 31, 2025 14:37:05 PDT)

CLARISSA CASTRO

Amber Friedrich (Oct 31, 2025 10:00:02 PDT)

AMBER FRIEDRICH

Duncan Meadows

DUNCAN MEADOWS

John south (Oct 31, 2025 09:52:01 PDT)

JOHN SOUTH

Nyree Zapata

NYREE ZAPATA

DEFENDANT

ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP

HEATHER PUNAK
Chief Financial Officer

CLASS COUNSEL

Kristen Lake Cardoso
Kristen Lake Cardoso (Oct 31, 2025 12:43:40 EDT)

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

Bart D. Cohen
Bart D. Cohen (Oct 31, 2025 12:41:49 EDT)

BART D. COHEN
BAILEY BLASSER LLP

DANIELLE L. PERRY
MASON LLP

Jason Wucetich (Oct 31, 2025 11:48:36 MDT)

JASON M. WUCETICH
WUCETICH & KOROVILAS LLP

DEFENDANT'S COUNSEL

DAVID A. COLE
FREEMAN MATHIS & GARY, LLP

EXHIBIT 1
(POSTCARD NOTICE)

Notice of Proposed Class Action Settlement

TO BE OPENED BY THE INTENDED RECIPIENT ONLY.

The Superior Court for the State of California, County of San Diego authorized this Notice.

This is not a solicitation from a lawyer.

Palomar Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

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

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	**Palomar Health** **Data Incident Settlement** **CLAIM FORM**	«Barcode»

To submit a claim for a **Cash Payment B – Alternative Cash** or **Credit Monitoring**, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than DATE**.

Claims for documented losses require supporting documentation and therefore must be submitted online at WEBSITE or by downloading a Claim Form from the Settlement Website to complete and mail to the Settlement Administrator.

Cash Payment B – Alternative Cash (estimated to be $60.00 depending on funds available)

☐ Check this box if you want to receive the Alternative Cash and select from one the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: ____________________________________

Credit Monitoring

☐ Check this box if you want to receive two years of one-bureau credit monitoring.

Please provide your email address: _________________________________

Attestation and Signature

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

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

The deadline to submit this form is DATE.

Questions? Visit WEBSITE, call 1-XXX-XXX-XXXX, or scan the QR code:

QR Code

A proposed settlement has been reached in the lawsuit entitled *Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group,* Case No. 37-2024-00024339-CU-NP-CTL, relating to the unauthorized access to or acquisition of the Private Information that occurred between April 23, 2024, and May 5, 2024, as part of a cybersecurity incident involving Arch Health Partners Inc. d/b/a Palomar Health Medical Group's ("Palomar") computer systems ("Data Incident"). Palomar denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that the Palomar has violated any laws, but rather the resolution of disputed claims.

Am I Included? Yes. Palomar's records indicate your information may have been involved in the Data Incident.

Settlement Fund. The Settlement provides for a $3.1 million Settlement Fund to pay (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; and (2) all Settlement Administration Costs; (3) any attorneys' fees, costs, or Service Awards awarded by the Court. Settlement Class Member Benefits include:

- **Cash Payment A – Documented Losses:** Up to $5,000.00 for reasonable documented losses related to the Data Incident.
- **Cash Payment B – Alternative Cash:** Cash payment is estimated to be $60.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.*
- **Credit Monitoring:** Two years of one-bureau credit monitoring.

How Do I Receive Benefits? Settlement Class Members must submit a Claim Form online at WEBSITE or by mailing a completed Claim Form postmarked no later than DEADLINE to the Settlement Administrator. If you do not submit a Claim Form, you will not receive a payment from the Settlement.

What Are My Options? If you **do nothing and do not submit a Claim Form**, you will not be able to sue or continue to sue Palomar about the claims resolved by this Settlement. If you **opt out**, you will not receive a payment, but you will keep your right to sue the Palomar in a separate lawsuit about the claims resolved by this Settlement. If you do not **opt out**, you can **object** to the Settlement. The deadline to opt out of the Settlement or to object to the Settlement is DEADLINE. Visit WEBSITE for complete details on how to opt out of or object to the Settlement, and instructions if you want to appear and/or speak at the Final Approval Hearing.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at TIME, on DATE, in Courtroom XX located at INSERT COURT ADDRESS. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees and Costs, and Service Awards, to be paid from the Settlement Fund. If there are objections, the Court will consider them.

This Notice is only a Summary. For complete information, please visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

____

____

____

Palomar Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Ste 2210
Philadelphia, PA 19103

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group

Case No. 37-2024-00024339-CU-NP-CTL

The Superior Court for the State of California, County of San Diego authorized this Notice.
This is not a solicitation from a lawyer.

If your Private Information was compromised as a result of the Data Incident that occurred between April 23, 2024, and May 5, 2024, a class action settlement may affect your rights.

A proposed settlement has been reached in the lawsuit entitled *Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group*, relating to the unauthorized access to or acquisition of the Private Information that occurred between April 23, 2024, and May 5, 2024, as part of a cybersecurity incident involving Palomar Health Medical Group's ("Palomar Health" or "Defendant") computer systems ("Data Incident").

Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	Submitting a valid Claim Form is the only way you can receive Settlement Class Member Benefits.
OPTING OUT OF THE SETTLEMENT BY: DEADLINE	If you opt out of the Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Defendant. This is the only option that allows you to be part of any other lawsuit against Defendant for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: DEADLINE	To object to the Settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

What This Notice Contains

Basic Information

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Class Member benefits to Settlement Class Members who submitted a valid and timely Claim Form. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Superior Court for the State of California, County of San Diego. The Settlement resolves the following lawsuit entitled: *Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group,* Case No. 37-2024-00024339-CU-NP-CTL. The individuals who brought this Action are called the Plaintiffs or Class Representatives, and the entity they sued is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs allege that Palomar Health is liable for the Data Incident and has asserted numerous legal claims against the Defendant. Palomar Health denies all the claims and contentions alleged against it and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaint filed in this Action, visit WEBSITE.

3. What is a class action settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One court and one judge resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Palomar Health. Instead, a settlement was negotiated that allows the Plaintiffs, the proposed Settlement Class, and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses and other benefits without further delay. Plaintiffs and Plaintiffs' attorneys ("Class Counsel") think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Palomar Health did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident.

"Data Incident" means any actual, alleged, or potential unauthorized access to, acquisition of, exfiltration of, theft of, disclosure of, compromise of, misuse of, loss of, or inability to access Private Information, that occurred in connection with the cybersecurity incident on Defendant's computer systems between April 23, 2024, and May 5, 2024, including but not limited to the events, facts, circumstances, conduct, acts, or omissions alleged in the Complaint or otherwise in the Action.

Settlement Class Members were also sent notice of this class action Settlement via email or mail. If you received notice of this Settlement, you are eligible to submit a Claim Form for Settlement benefits. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

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

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for the creation of a Settlement Fund in the amount of $3,100,000.00 to pay for: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, or Service Awards awarded by the Court.

Please visit WEBSITE for complete information about the Settlement Class Member Benefits.

The Settlement provides for the following Settlement Class Member Benefits. Settlement Class Members can select any or all of these benefits:

- **Cash Payment A – Documented Losses:** Up to $5,000.00 for reasonable documented losses related to the Data Incident.
- **Cash Payment B – Alternative Cash:** Cash payment is estimated to be $60.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.*

- **Credit Monitoring:** Two years of credit monitoring with one bureau.

8. What is included under the Cash Payment A - Documented Losses Payment?

Settlement Class Members may submit a claim for a Cash Payment for up to $5,000.00 per Settlement Cass Member upon presentment of documented losses related to the Data Incident.

To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form, and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid.

Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

9. What is the Cash Payment B – Alternative Cash Payment?

Settlement Class Members may alternatively elect to receive the Cash Payment B option, which is a cash payment in the estimated amount of $60.00 that does not require documentation. *The final amount of the flat cash payment will not be determined until all Claim Forms have been received and evaluated.*

All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund.

10. What is included in the Credit Monitoring?

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include two years of single bureau credit monitoring, including $1,000,000 in identity fraud insurance, and dark web monitoring.

11. Will the Defendant implement any additional security measures?

Yes. Since the Data Incident, Defendant has undertaken certain business practice enhancements intended to improve the security of its systems and protect against future incidents, which include, among other measures, deployment of endpoint detection and response (EDR) tools, new backup storage capabilities, and additional network monitoring capabilities. Defendant has borne the costs of these enhancements separate and apart from the Settlement Fund and agrees that they benefit the Settlement Class.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get benefits from the Settlement?

In order to receive Settlement Class Member Benefits, you must complete and submit a Claim Form online at WEBSITE. Claim Forms are available for download at WEBSITE, or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 202X** to: Palomar Health Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

13. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid.

14. When will I get my payment?

The Court will hold a Final Approval Hearing at __:_0 _.m. on Month Day, 202X to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing EMAIL ADDRESS.

REMAINING IN THE SETTLEMENT

15. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive Settlement Class Member Benefits, you must submit a Claim Form online or postmarked by **Month Day, 202X**.

If you do nothing, you will **not** receive Settlement Class Member Benefits and you will also give up certain legal rights.

16. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Palomar Health (and the other Released Parties defined in the Settlement Agreement) for the claims being resolved by this Settlement. The specific claims you are giving up against Palomar Health and the claims you are releasing are described in the Settlement Agreement, available at WEBSITE. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 20 for free or you can, of course, talk to your own lawyer at your own expense.

OPTING OUT OF THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Palomar Health or other Released Parties about legal issues resolved by this Settlement, then you must take steps to get out of the Settlement Class. This is called "opting out" of – the Settlement Class.

17. If I opt out, can I still get payment from the Settlement?

No. If you opt out of the Settlement, you will not be entitled to any Settlement Class Member Benefits, but you will not be bound by any judgment in this case.

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

No. Unless you opt out of the Settlement, you give up any right to sue Palomar Health (and the other Released Parties defined in the Settlement Agreement) for the claims that this Settlement resolves. You must opt out of the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

19. How do I get out of the Settlement?

To opt out of the Settlement, you must send a letter by mail stating that you want to opt out of the Settlement. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Opt-out requests must be mailed so it postmarked no later than DATE to the address below:

Palomar Health Data Incident Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Settlement even if that Settlement Class Member does not submit a Valid Claim.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as "Class Counsel" to represent the Settlement Class:

Class Counsel	
Kristen Lake Cardoso **KOPELOWITZ OSTROW P.A.** 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Danielle L. Perry **MASON LLP** 5335 Wisconsin Avenue, NW, Suite 640 Washington, DC 20015
Bart D. Cohen **BAILEY GLASSER LLP** 1622 Locust Street Philadelphia, PA 19103	Jason M. Wucetich **WUCETICH & KOROVILAS LLP** 222 N. Pacific Coast Hwy., Suite 2000 El Segundo, CA 90245

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

21. How will Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also seek Service Awards in the amount of $2,500 for each of the five Class Representatives - Clarissa Castro, Amber Friedrich, Duncan Meadows, John South, and Nyree Zapata. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, and you do not opt out of the Settlement, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

For an objection to be considered by the Court, the objection be submitted no later than **Objection Deadline** and must set forth:

a) the objector's full name, mailing address, telephone number, and email address (if any);
b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
i) the objector's signature (an attorney's signature is not sufficient).

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

Objections must be sent to the Clerk of Court, and sent by U.S. Mail[1] to Class Counsel, Defendant's Counsel, and the Settlement Administrator, submitted no later than DATE.

Court	Settlement Administrator	Defendant's Counsel
[**Court Address**]	Palomar Health Data Incident Settlement **Attn: Objections** P.O. Box 58220 Philadelphia, PA 19102	Danielle A. Ocampo **FREEMAN MATHIS & GARY, LLP** 3030 Old Ranch Parkway, Suite 200 Seal Beach, CA 90740

[1] If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Class Counsel	
Kristen Lake Cardoso **KOPELOWITZ OSTROW P.A.** 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Danielle L. Perry **MASON LLP** 5335 Wisconsin Avenue, NW, Suite 640 Washington, DC 20015
Bart D. Cohen **BAILEY GLASSER LLP** 1622 Locust Street Philadelphia, PA 19103	Jason M. Wucetich **WUCETICH & KOROVILAS LLP** 222 N. Pacific Coast Hwy., Suite 2000 El Segundo, CA 90245

23. What is the difference between objecting to and opting out of the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you opt out of the Settlement.

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

The Court will hold a Final Approval Hearing at TIME, on DATE, in Courtroom XX located at INSERT COURT ADDRESS. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed Question 22.

25. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Approval Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Class Member Benefits. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Palomar Health or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

Getting More Information

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement available at WEBSITE, or by writing to Settlement Administrator:

Palomar Health Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103
EMAIL ADDRESS

29. How do I get more information?

For more information, please visit WEBSITE or call toll-free 1-XXX-XXX-XXXX. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT 3
(CLAIM FORM)

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]	**Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group** Case No. 37-2024-00024339-CU-NP-CTL Superior Court for the State of California, County of San Diego **CLAIM FORM**	**PAL CLAIM**

GENERAL INSTRUCTIONS

<u>You are a member of the Settlement Class and eligible to submit a Claim Form if you are:</u>

A person whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident.

"**Data Incident**" means any unauthorized access to, acquisition of, exfiltration of, theft of, disclosure of, compromise of, misuse of, loss of, or inability to access Private Information, that occurred in connection with the cybersecurity incident on Defendant's computer systems between April 23, 2024, and May 5, 2024, including but not limited to the events, facts, circumstances, conduct, acts, or omissions alleged in the Complaint or otherwise in the Action.

<u>Excluded</u> from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

You can submit a Claim Form online at WEBSITE or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than DEADLINE.

<u>Settlement Class Member Benefits</u>

Cash Payment A – Documented Losses
Settlement Class Members may submit a claim for a Cash Payment for up to $5,000.00 per Settlement Cass Member upon presentment of documented losses related to the Data Incident.

- To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form, and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid.

- Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

Cash Payment B – Alternative Cash Payment
Settlement Class Members may alternatively elect to receive the Cash Payment B option, which is a cash payment in the estimated amount of $60.00. *The final amount of the flat cash payment will not be determined until all Claim Forms have been received and evaluated.*

Credit Monitoring

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]

Castro et al. v. Arch Health Partners, Inc.
d/b/a Palomar Health Medical Group
Case No. 37-2024-00024339-CU-NP-CTL
Superior Court for the State of California, County of San Diego

CLAIM FORM

PAL CLAIM

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include two years of single bureau credit monitoring, including $1,000,000 in identity fraud insurance, and dark web monitoring.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address | **Telephone Number** | **Notice ID, if known**

II. CASH PAYMENT A - DOCUMENTED LOSSES

☐ Check this box if you are requesting compensation for **documented losses** up to a total of $5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed documented losses related to the Data Incident.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	*Amount*
Example: Receipt for credit repair services	*$100*
TOTAL AMOUNT CLAIMED:	

☐ You must check this box to attest under penalty of perjury that the documented losses you listed above actually occurred, were related to the Data Incident, and that you have not been reimbursed for these documented losses.

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]	**Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group** Case No. 37-2024-00024339-CU-NP-CTL Superior Court for the State of California, County of San Diego **CLAIM FORM**	**PAL CLAIM**

III. CASH PAYMENT B – ALTERNATIVE CASH

☐ Check this box if you wish to receive the Cash Payment B – Alternative Cash option. The cash payment is estimated to be $60.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.* You do <u>not</u> have to provide supporting documentation to receive the flat cash payment.

IV. CREDIT MONITORING

☐ Check this box if you wish to receive two years of one-bureau credit monitoring. You can select this benefit *in addition to* selecting the Cash Payment A or Cash Payment B benefit. Be sure to provide an email address in Section I of this Claim Form. You will be emailed an activation code for Credit Monitoring services after the Settlement has received Final Approval from the Court and has become effective.

V. PAYMENT SELECTION

Please select **<u>one</u>** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: ____

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

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

Mobile Number: __ __ __-__ __ __-__ __ __ __ or Email Address: ________________________________

☐ **Virtual Prepaid Card -** Enter your email address: __________________________________

☐ **Physical Check -** Payment will be mailed to the address provided in Section I above.

VI. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

____________________	____________________	____________________
Signature	Printed Name	Date

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]

Castro et al. v. Arch Health Partners, Inc.
d/b/a Palomar Health Medical Group
Case No. 37-2024-00024339-CU-NP-CTL
Superior Court for the State of California, County of San Diego

PAL CLAIM

CLAIM FORM

<u>Submitting Your Claim Form</u>

Mail your completed Claim Form along with supporting documentation to: **Palomar Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**. Do <u>not</u> include original copies of your supporting documentation, as the documentation will not be returned to you.

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CLARISSA CASTRO, AMBER FRIEDRICH, DUNCAN MEADOWS, JOHN SOUTH, and NYREE ZAPATA, ***individually and on behalf of all others similarly situated*****,** **Plaintiffs,** **v.** **ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP,** **Defendant.**	**Case No. 37-2024-00024339-CU-NP-CTL** **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Judge: Hon. Loren G. Freestone Complaint Filed: May 28, 2024 Trial Date: Not Set. Hearing Date: July 17, 2026 Hearing Time: 10:30 AM Hearing Location: Hall of Justice Fourth Floor, Dept. SD-64 330 W. Broadway San Diego, CA 92101

WHEREAS, Plaintiffs Clarissa Castro, Amber Friedrich, Duncan Meadows, John South, and Nyree Zapata, individually and on behalf of all others similarly situated, and Defendant Arch Health Partners, Inc. d/b/a Palomar Health Medical Group have entered into a Settlement Agreement regarding this Action,[1] subject to Court approval;

[1] The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

WHEREAS, Plaintiffs allege that, on or about April 23, 2024, to May 5, 2024, hackers allegedly gained unauthorized access to Defendant's computer systems and accessed or acquired files containing the Private Information of certain individuals;.

WHEREAS, Plaintiff Clarissa Castro filed the Action on May 28, 2024, and Plaintiffs filed an Amended Class Action Complaint on September 16, 2024, asserting causes of action for: (1) negligence and negligence *per se*; (2) violation of the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100 et seq.); (3) violation of the California Confidentiality of Medical Information Ac (Civ. Code § 56 et seq.); (4) violation of the California Customer Records Act (Cal. Civ. Code § 1798.82 et seq.); (5) violation of the California Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.); and (6) invasion of privacy.

WHEREAS, this Action was settled, after a full-day mediation with an experienced mediator and arm's-length negotiations between counsel well experienced in class action litigation, investigation, and informal discovery sufficient to permit counsel to act knowingly;

WHEREAS, Plaintiffs have moved the Court for entry of an order preliminarily approving the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of Notice upon the terms and conditions set forth in the Settlement, together with all exhibits thereto;

WHEREAS, Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiffs or to Settlement Class members; and

WHEREAS, the Court having considered the Settlement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, hereby orders as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is GRANTED.

1. The terms defined in the Agreement shall have the same meaning in this Preliminary Approval Order.

2. Having made the findings set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only under California Civil Procedure Code Section 382:

All individuals whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident.

3. The Settlement Class is estimated to contain 1,132,116 members.

4. For settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of each Settlement Class member; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382 (West 2022).

5. The Court hereby appoints Clarissa Castro, Amber Friedrich, Duncan Meadows, John South, and Nyree Zapata as Class Representatives on behalf of the Settlement Class.

6. The Court hereby appoints Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Bart D. Cohen of Bailey Glasser LLP, Danielle L. Perry of Mason LLP, and Jason M. Wucetich of Wucetich & Korovilas LLP as Class Counsel.

II. PRELIMINARY APPROVAL

7. The terms of the Settlement, including its proposed Releases, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the

Settlement Class in accordance with the Notice Program, and are subject to further and final consideration at the Final Approval Hearing provided for below.

8. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations and conducted by experienced and knowledgeable counsel with the assistance of an experienced mediator, the current posture of the Action, the Settlement Class Member Benefits, and the risk and benefits of continuing litigation to the Parties and the Settlement Class.

9. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue of class certification or any other issue in the case.

10. Pursuant to California Civil Code Section 384, the nonprofit organization that will receive any residual funds is the Electronic Privacy Information Center, a 26 U.S.C. § 501(c)(3) non-profit organization that seeks to secure the fundamental right to privacy in the digital age for all people through advocacy, research, and litigation.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

11. The Court appoints Angeion Group, LLC as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Agreement.

12. The Court has considered the Notice provisions of the Settlement, the Notice Program set forth in the Agreement, and the Postcard Notice and Long Form

Notice, attached as **Exhibits 1 and 2** to the Agreement, respectively. The Court finds that the direct mailing of notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content of the Postcard Notice and Long Form Notice in the forms attached as **Exhibits A and B** to the Agreement, respectively.

13. The Parties are ordered to give notice to all Settlement Class members in accordance with California Rule of Court, Rule 3.771(b). The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Agreement.

IV. REQUESTS TO OPT-OUT OF THE SETTLEMENT CLASS

14. Each person wishing to opt-out of the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Settlement Administrator.

15. The opt-out request must be a substantially completed and properly executed written request that is timely delivered to the Settlement Administrator by a Settlement Class member and is postmarked or submitted through the Settlement Website on or before the Opt-Out Deadline, which is 30 days before the initially scheduled Final Approval Hearing.

16. All opt-out requests must be submitted individually in connection with a Settlement Class member, *i.e.*, one request is required for every Settlement Class member seeking to opt-out.

17. All persons who opt-out of the Settlement Class shall not receive any Settlement Clas Member Benefits of or be bound by the terms of the Agreement.

18. All persons falling within the definition of the Settlement Class who do not opt-out shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

V. OBJECTIONS

19. Each Settlement Class Member who does not timely request to opt-out of the Settlement Class may send objections to the Clerk of Court and by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

20. All objections must be written and should include all of the following: the objector's full name, mailing address, telephone number, and email address (if any); all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; the identity of all counsel (if any) representing the objector, and whether they

will appear at the Final Approval Hearing; a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and the objector's signature (an attorney's signature is not sufficient).

21. To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, which is 30 days before the initially scheduled Final Approval Hearing.

22. Except upon a showing of good cause, any Settlement Class member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

VI. THE FINAL APPROVAL HEARING

23. The Court will hold a Final Approval Hearing on ____________________________ **at ____ [a.m./p.m.].,** before the Honorable Loren G. Freestone, in Department SD-64 of the Hall of Justice, located at 330 W. Broadway, Fourth Floor, San Diego, CA 92101, to consider: (a) whether the Settlement Class should be preliminarily certified for settlement purposes only; (b) whether the Settlement should be preliminarily approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees and costs; (d) the application for Class Representatives' Service Awards should be approved; (e) whether the release of Released Claims as set forth in the Agreement should be provided; (f) whether the Court should enter the [Proposed] Final Approval Order; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing

may, from time to time and without further notice to Settlement Class members be continued or adjourned by order of the Court.

24. No later than 45 days prior to the Final Approval Hearing, Plaintiffs shall file their Motion for Final Approval, including the Application for Attorneys' Fees, Costs, and Service Awards. At the Final Approval Hearing, the Court will hear argument from the Parties, and in the Court's discretion, will also hear from any Settlement Class Members (or their counsel) who timely object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards.

25. The related time periods for events preceding the Final Approval Hearing are as follows:

Event	**Timing**
Notice Program Begins	No later than 20 days after Preliminary Approval
Notice Program Complete	45 days before the initially scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, including Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initially scheduled Final Approval Hearing
Objection Deadline	30 days before the initially scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initially scheduled Final Approval Hearing
Final Approval Hearing	______________, 202__, at ____ am/pm

26. All deadlines and proceedings in the Action other than those related to approval of the Settlement are stayed pending entry of the Final Approval Order.

27. Any actions brought by Settlement Class members concerning the Released Claims are stayed and/or enjoyed, pending the Court's entry of the Final Approval Order.

IT IS SO ORDERED.

Dated: ____________

____
HON. LOREN G. FREESTONE
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

KOPELOWITZ OSTROW P.A.
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Counsel for Plaintiff and the Putative Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CLARISSA CASTRO, AMBER FRIEDRICH, DUNCAN MEADOWS, JOHN SOUTH, and NYREE ZAPATA, *individually and on behalf of all others similarly situated*, **Plaintiffs,** **v.** **ARCH HEALTH PARTNERS, INC. d/b/a PALOMAR HEALTH MEDICAL GROUP,** **Defendant.**	**Case No. 37-2024-00024339-CU-NP-CTL** **JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: July 17, 2026 Time: 10:00 AM Dept.: C-64 Action Filed: May 28, 2024

We, Kristen Lake Cardoso, Bart D. Cohen, Danielle L. Perry, and Jason M. Wucetich, being competent to testify, make the following declaration based on our personal knowledge and declare:

1. Kristen Lake Cardoso, Bart D. Cohen, Danielle L. Perry, and Jason M. Wucetich are Counsel for Plaintiffs[1] and the Putative Class in this action. We have actively participated in the

[1] All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached to Plaintiffs' Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement as ***Exhibit A***.

conduct of this litigation, have personal knowledge of the matters set forth herein, and if called to testify, could and would testify competently thereto.

2. This Declaration is submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement filed contemporaneously herewith. We make the following declaration based upon personal knowledge.

Summary of the Litigation

3. Defendant is a multi-specialty, not-for-profit healthcare organization with facilities across the San Diego, California area. For the purpose of providing healthcare services, Defendant collects and maintains information from and about its patients, which can include their names and contact information, as well as financial and healthcare information. On May 5, 2024, Defendant detected unauthorized activity in its computer network, including a ransom note and encryption of certain systems. Defendant immediately initiated containment and investigation efforts. Defendant's investigation ultimately determined that hackers accessed its network without authorization between April 23, 2024, and May 5, 2024, and during that time accessed or acquired files containing Private Information, as defined by the Settlement Agreement, before executing ransomware that encrypted Defendant's systems.

4. Defendant provided various notices of the Data Incident to its patients, including email notices on or about May 21, 2024, and June 12, 2024, as well as written notice mailed on or about October 15, 2025. Defendant has confirmed that the Private Information of approximately 1,132,116 was impacted in the Data Incident. These individuals are easily identified from Defendant's business records, and those records will also facilitate direct notice to them.

5. On May 28, 2024, Plaintiff Clarissa Castro filed a Complaint against Defendant based on the alleged unlawful exposure of her and all similarly situated individuals' Private Information, seeking money damages and injunctive relief. Thereafter, a number of similar lawsuits with similar claims and overlapping classes were filed against Defendant regarding the Data Incident. Plaintiffs' counsel in the actions conferred and decided to work cooperatively and litigate their actions in a single action. On September 16, 2024, Plaintiffs filed an Amended Class Action Complaint in this Action, and all other subsequently filed related cases were dismissed.

6. Shortly after the filing of the Action, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement and scheduled a mediation before experienced mediator, the Hon. David E. Jones (ret.). On July 30, 2025, the Parties participated in a full-day, private mediation before Judge Jones. In advance of the mediation, Defendant provided Class Counsel with information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information potentially accessed. The mediation concluded with the Parties agreeing to the material terms of the Settlement to resolve all claims on a classwide basis.

7. Over approximately three months, the Parties worked diligently to finalize the terms of the Agreement and ancillary documents. The Agreement was executed on October 31, 2025. The Agreement is the product of vigorous, non-collusive, good faith, and arm's-length negotiations. The Parties did not discuss attorneys' fees and costs or potential Service Awards until after they reached agreement on all material Settlement terms.

The Settlement

8. The Settlement provides for a non-reversionary $3,100,000.00 all cash Settlement Fund. Defendant will fully fund the Settlement Fund within 30 days of Preliminary Approval and Defendant's receipt of all necessary documentation and instructions, as outlined in the Settlement Agreement. The Settlement Fund will be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorney's fees and costs and Service Awards awarded by the Court.

9. Moreover, since the Data Incident, Defendant has undertaken certain business practice enhancements intended to improve the security of its systems and protect against future incidents, which include, among other measures, deployment of endpoint detection and response (EDR) tools, new backup storage capabilities, and additional network monitoring capabilities. Defendant has borne the costs of these Business Practice Improvements separate and apart from the Settlement Fund and agrees that they benefit the Settlement Class.

10. After a competitive bidding process, the parties selected as the proposed Settlement Administrator, Angeion Group, LLC, a well-respected and reputable third-party administrator that has

a long history of successful class action administrations, including for data breach class action settlements.

11. In exchange for the Settlement Class Member Benefits provided for under the Settlement Agreement, Settlement Class Members will release any and all claims against Defendant related to the Data Incident. The Released Claims are narrowly tailored and are only claims arising out of or relating to the Data Incident.

12. The proposed Settlement is the product of significant investigation of Plaintiffs' and Settlement Class members' claims, including through informal discovery. Class Counsel interviewed Plaintiffs and other Settlement Class members, reviewed the Plaintiffs' documentation, publicly available information, all documents that Defendant produced through informal discovery regarding the Data Breach, and analyzed the applicable laws of California regarding data security breaches. Throughout settlement negotiations Defendant's Counsel provided additional details and facts surrounding the Data Incident, as well as events leading up to and following the Data Incident.

Service Awards and Attorneys' Fees

13. Plaintiffs have been dedicated and active participants on behalf of the Settlement Class they seek to represent. Plaintiffs actively assisted Class Counsel with their investigation. Further, Plaintiffs were interviewed and provided supporting documentation and personal identification throughout the process. Plaintiffs reviewed the complaints and the terms of the Settlement and communicated with their counsel regarding the Settlement. Plaintiffs understand their responsibilities and roles as Class Representatives are to remain informed and assist Class Counsel in the interest of the Settlement Class. They understand they cannot, and do not, have any claims antagonistic to or in conflict with other Settlement Class members. Plaintiffs have effectively communicated with Class Counsel, have provided pertinent documents to Class Counsel, and were willing to sit for a deposition. They are committed to continuing to assist Class Counsel through Final Approval

14. Plaintiffs put their names and reputations on the line for the sake of the Settlement Class and the recovery would not have been possible without their efforts.

15. Class Counsel kept in close contact with Plaintiffs during the litigation through numerous emails and telephone calls. Plaintiffs here have been vital in litigating this matter, have been personally involved throughout the case, and support the Settlement.

16. Class Counsel will request up to a $2,500.00 Service Award to each named plaintiff in recognition of the time, effort, and expense they incurred in pursuing claims benefiting the Settlement Class.

17. Class Counsel have devoted substantial resources to the prosecution of this action by investigating Plaintiffs' claims and those of the Settlement Class. This entailed the collection, review, and analysis of Plaintiffs' detailed personal records; an analysis of Defendant's records, privacy policies, and remediation efforts; analysis of the scope and number of persons impacted by the Data Incident; and, ultimately, negotiation of a settlement that provides meaningful relief for the Settlement Class, despite the substantial litigation risks that were present. Class Counsel will continue to devote resources to the prosecution of this action and the claims of Plaintiffs and the Settlement Class.

18. Class Counsel also agreed to undertake this litigation purely on a contingent basis and at considerable risk.

19. As part of the Settlement, Plaintiffs will file an Application for Attorneys' Fees, Costs, and Service Awards as part of their Motion for Final Approval. Class Counsel intend to request up to one-third of the Settlement Fund for attorneys' fees, plus reimbursement of costs. Class Counsel did not broach the topic of attorneys' fees, costs, or Service Awards until after agreeing on substantive settlement terms with Defendant.

20. Any approved awards for attorneys' fees, costs, and Service Awards will be paid out of the Settlement Fund. The Settlement is not conditioned upon the Court's award of any attorneys' fees or costs. Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards will be filed as part of their Motion for Final Approval and will be posted on the Settlement Website so it can be easily accessed by Settlement Class members when deciding whether to participate in the Settlement, object, or exclude themselves.

The Settlement is Fair, Reasonable, and Adequate

21. The proposed settlement is a fair and adequate result. If approved, it will deliver substantial relief specifically tailored to the types of harm often incurred as a result of the Data Incident, i.e., reimbursement for reasonable documented losses related to the Data Incident or an alternative cash payment, and Credit Monitoring. Moreover, Defendant's commitment to securing sensitive personal information in its possession provides further value and comfort that more will be done going forward to prevent additional breaches of Settlement Class members' Private Information still held by Defendant.

22. The Settlement provides $3,100,000.00 for a class of 1,132,116 (which equates to a value of $2.74 per Settlement Class member). This strongly weighs toward approval because "other courts have approved settlements in privacy and security cases when each class member received just a few dollars or less." *Carter v. Vivendi Ticketing US LLC*, No. SACV 22-01981-CJC (DFMx), 2023 WL 8153712, at *5 (C.D. Cal. oct. 30, 2023). Indeed, this Settlement provides more value per Settlement than analogous data breach settlements. *See, e.g., In re loanDepot Data Breach Litig.*, No. 8:24-cv-00136, ECF No. 88 (C.D. Cal.) (approving a $25 million common fund for a class of 16,924,007 which equated to $1.48 per class member).

23. The Settlement must also be viewed against the significant risks to Plaintiffs had they continued to litigate the case. Defendant could succeed at the class certification, summary judgment, trial and appellate stages. . Moreover, even if Plaintiffs won a judgment, the recovery might be no greater or less. The only certainty is if litigation continues, the Settlement Class will have to wait for any recovery, and both Parties will incur significant additional fees and costs. Additional litigation would be complex, costly, and likely continue for several years with no guarantee of relief. A settlement now allows Settlement Class members to obtain relief without high administrative burdens.

24. Based on the factual record and argument on legal issues, Class Counsel believe the Settlement is in the best interests of the Settlement Class.

25. Finally, there is no indication that there are any conflicts between the Plaintiffs and the Settlement Class. Rather, Plaintiffs' claims are substantially similar to the claims of the Settlement Class. Each of them was impacted by the Data Incident due to the compromise of their Private

Information. Moreover, in crafting the Settlement, we took care to ensure that the relief was allocated commensurate to the value of each Settlement Class member's respective claims—those that suffered a greater loss will be able to make a proportionately larger claim than those that did not.

26. Class Counsel has worked on behalf of the putative Class since the Data Incident was first announced, evaluated the legal and factual disputes, and dedicated significant time and monetary resources to this litigation. Class Counsel believe this Settlement is fair and reasonable.

27. In light of the totality of the circumstances, the Court should conclude that the Settlement as described in the Settlement Agreement is fair reasonable, and adequate and likely to achieve final approval, and therefore Notice should issue to the Settlement Class.

Appointment of Class Counsel

28. We respectfully submit that proposed Class Counsel and their respective firms (Kopelowitz Ostrow P.A., Bailey Glasser LLP, Mason LLP, and Wucetich & Korovilas LLP) have diligently worked to identify and investigate potential claims in this case, have extensive experience in handling data breach class actions and the types of claims asserted in this case, have extensive knowledge of the applicable law, and have more than enough resources committed to representing the Settlement Class. The firm resumes of proposed Class Counsel are attached hereto as **Exhibits 1-4**, respectively. Proposed Class Counsel and their respective firms are also well equipped and committed to bringing the necessary experience and resources to this litigation as Settlement Class Counsel.

29. Plaintiffs and Class Counsel recommend preliminary approval of the Settlement because it sits well within the range of possible approval, represents a fair, reasonable, and adequate settlement, and is in the best interests of the Settlement Class. This recommendation is based upon the information gathered and reviewed in the lead up to negotiations, Class Counsel's independent investigation of the relevant facts and applicable law, and Class Counsel's broad experience with other data breach cases.

30. The immediate benefits that the Settlement provides stand in stark contrast to the risks, uncertainties, and delays of continued litigation. Proposed Class Counsel thoroughly assessed those contingencies in considering the terms of the Settlement.

31. There is no side agreement among the parties outside of the Settlement Agreement.

*   *   *   *   *   *   *   *   *   *   *   *   *

We declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: November 3, 2025

Respectfully submitted,

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Attorneys for Plaintiffs and the Putative Settlement Class

EXHIBIT 1

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OUR **FIRM**

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

WHO **WE ARE**

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

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

CLASS ACTION **PLAINTIFF**

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

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

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

CLASS ACTION **DEFENSE**

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

MASS TORT **LITIGATION**

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

OTHER AREAS **OF PRACTICE**

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

FIND US **ONLINE**

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORTS

FINANCIAL INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – $21 million
McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – $16 million
Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - $7 million
Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - $5.475 million
Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - $2.65 million
Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - $8 million
Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - $1.4 million
Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - $1.6 million
Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - $4.35 million
Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - $41.5 million
Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - $1.8 million
Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - $2.8 million
Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - $1.9 million
Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - $10 million
Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - $3 million
Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - $1 million
Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - $5.2 million
Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - $16 million
Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y 2021) - $17 million
Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - $24.5million
Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - $66.6 million
Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - $27.5 million
Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - $1.5 million
Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - $16.75 million
Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - $4.75 million
Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - $24.0 million
Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – $3.68 million
Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - $1.5 million
McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $2.2 million
Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $9.4 million
Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $18.3 million
Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - $19.0 million
Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - $2.9 million
Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - $2.0 million
Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - $13.0 million
LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - $6.8 million
Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - $18.0 million
Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - $9.0 million

MDLs

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – $27 million
In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - $17.0 million
In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel
In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.
In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.
In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

DATA BREACH AND PRIVACY

In Re: AT&T Inc Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - $177 million
McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - $17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - $13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - $7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - $600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - $45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - $21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - $4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - $4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - $2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - $25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - $3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - $2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - $3.25 million
Katz et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - $1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - $1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - $1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - $8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - $5.15 million

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CONSUMER PROTECTION

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - $12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - $38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - $3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - $8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - $4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - $88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - $24 million
Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - $1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - $2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - $75 million *Perry v. Progressive Michigan, et al.*, 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

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MASS TORT

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - $100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - $26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs *In re: Stryker Prod. Liab. Lit.*, 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

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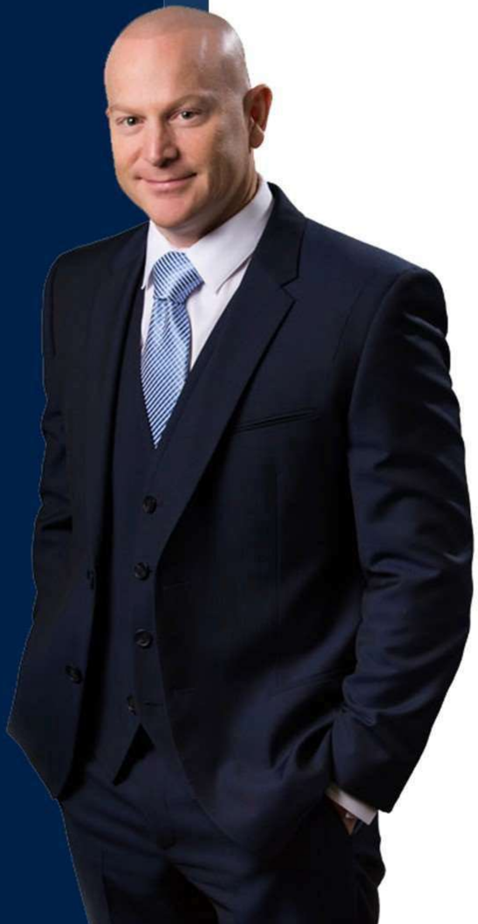

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Bar Admissions
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Court Admissions
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U.S. Court of Appeals for the Ninth Circuit
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U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan
U.S. District Court, Western District of Tennessee
U.S. District Court, Western District of Wisconsin
U.S. District Court, Western District of Kentucky
U.S. District Court, Northern District of New York
U.S. District Court, District of Colorado
U.S. District Court, Southern District of Indiana
U.S. District Court, Eastern District of Texas
U.S. District Court, District of Nebraska

Education
Nova Southeastern University, J.D. - 1997
University of Florida, B.A. – 1994

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

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

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

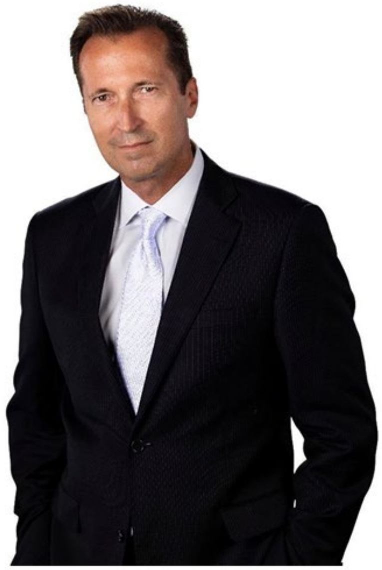
Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has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

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

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

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

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



DAVID FERGUSON

Partner

Bar Admissions
The Florida Bar

Court Admissions
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U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida

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

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

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

Representation of the Broward Sheriff's Office

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

Class/Mass Actions

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

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

Large Fraud and Ponzi Cases

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

Regulatory Agency Enforcement Actions

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

Employment, Human Resources, and Related Matters

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

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

Business Disputes

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

Noncompetition and Trade Secret Litigation

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

ROBERT C. GILBERT

Partner

Bar Admissions
The Florida Bar
District of Columbia Bar

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

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

Email: *gilbert@kolawyers.com*

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

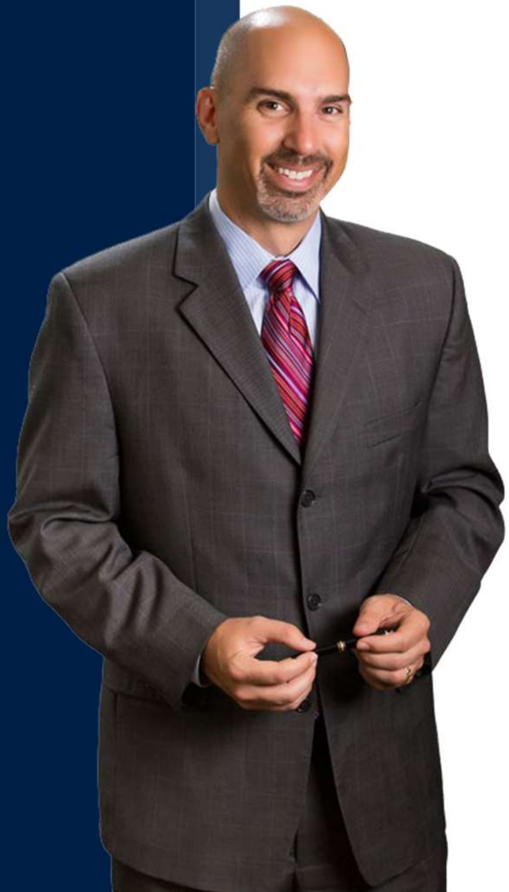
Bobby was appointed as Plaintiffs' Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation's largest banks that challenged the banks' internal practice of reordering debit card transactions in a manner designed to maximize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

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

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

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

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



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Western District of Michigan
U.S. District Court, Western District of New York
U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997
Syracuse University, B.S. - 1994

Email: **streisfeld@kolawers.com**

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

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

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

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

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

KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar
The New Jersey Bar

Court Admissions

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

Education

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

Email: grunfeld@kolawyers.com

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

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

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

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

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

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

KRISTEN LAKE CARDOSO

Partner

Bar Admissions

The Florida Bar

The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Central District of California

U.S. District Court, Eastern District of California

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007

University of Florida, B.A., 2004

Email: **cardoso@kolawyers.com**

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

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

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

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

STEVEN SUKERT

Partner

Bar Admissions
The Florida Bar
The New York Bar

Court Admissions
United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education
Georgetown University Law Center, J.D., 20018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

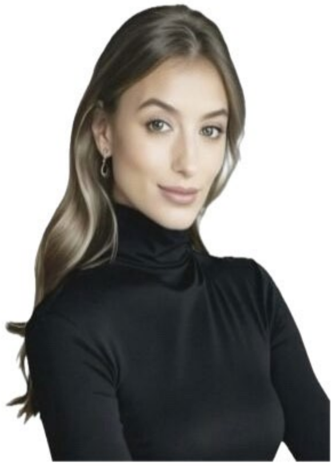
Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts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

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

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

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

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



CAROLINE HERTER

Associate

Bar Admissions
The Florida Bar

Court Admissions
U.S. District Court, Middle District of Florida
U.S. District Court, Southern District of Florida
U.S. Bankruptcy Court, Southern District of Florida

Education
University of Miami School of Law, J.D. - 2020
University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

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

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

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

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

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

COURTNEY MACCARONE

Partner

Bar Admissions

New York
New Jersey

Court Admissions

U.S. District Court, Southern District of New York
U.S. District Court, Eastern District of New York
U.S. District Court, District of New Jersey
U.S. District Court, District of Colorado

Education

Brooklyn Law School, J.D., *magna cum laude* – 2011
New York University, B.A., *magna cum laude* – 2008

Email: maccarone@kolawyers.com

Courtney Maccarone is a New York-based Partner of Kopelowitz Ostrow P.A. Ms. Maccarone became a class action attorney to advocate for individuals who might otherwise have no voice or recourse against powerful corporations, and she has devoted her entire legal career to representing consumers. Since graduating from law school in 2011, she has focused exclusively on prosecuting consumer class actions, advocating for consumer rights in state and federal courts across the country, with a particular focus on cases relating to data privacy, deceptive and unfair trade practices, and defective products.

Ms. Maccarone attended New York University where she received her Bachelor's degree, magna cum laude, in 2008. She received her law degree from Brooklyn Law School, magna cum laude, in 2011. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society.

Ms. Maccarone has been recognized as a Super Lawyer "Rising Star" for the New York Metro area each year since 2014.

Ms. Maccarone lives on Long Island with her husband, two children, and rambunctious golden retriever.

EXHIBIT 2

HOME OFFICE:

WEST VIRGINIA
209 Capitol Street
Charleston, WV 25301

ADDITIONAL OFFICES:

ALABAMA

CALIFORNIA

DELAWARE

FLORIDA

IDAHO

ILLINOIS

IOWA

MASSACHUSETTS

MISSOURI

NEW JERSEY

NEW YORK

PENNSYLVANIA

TEXAS

WASHINGTON, D.C.

WEST VIRGINIA

Toll Free: 877-852-0342
Facsimile: 304-342-1110

BAILEY GLASSER LLP

www.baileyglasser.com

Introduction

Bailey & Glasser, LLP ("Bailey Glasser") was founded by Ben Bailey and Brian Glasser in Charleston, West Virginia in 1999. Since then, the firm has grown to include over 80 lawyers across 18 offices, including Charleston and Morgantown, West Virginia, as well as Alabama, California, Delaware, Pennsylvania, Florida, Massachusetts, Missouri, New Jersey, New York, Texas, Idaho, Iowa, and Washington, D.C.

Since its inception, clients have relied on Bailey Glasser to handle their most challenging and consequential legal issues, regionally and nationwide. The firm represents plaintiffs and defendants, including individuals, businesses and governments. Bailey Glasser's corporate practice handles business matters ranging from the negotiation and execution of billions of dollars in commercial transactions, to IPOs, to assisting foreign businesses with investments in U.S. assets. Lawyers throughout the country call upon the firm to access Bailey Glasser's unique blend of resources, trial experience, and expertise. Our litigation group has a substantial practice in complex multidistrict ("MDL") and class action litigation, with an emphasis on automotive defect, consumer protection, other products liability, and commercial litigation, including antitrust matters, which was particularly noted in a recent *Chambers & Partners 2021* accolade.

Bailey Glasser continues to expand its knowledge and experience in the complex MDLs and class action litigations, while maintaining numerous leadership appointments in current and previous litigations.

Accolades include:

National Law Journal – 35 Most Influential Law Firms in America (2020)

Chambers USA (2020) – *Commercial Litigation* – Band 1

Best Law Firms in America - Commercial Litigation and Bet-the-Company Litigation (2020)

Best Law Firms in America -Best Law Firms for High Stakes Litigation (2019)

Best Lawyers – Lawyer of the Year – Criminal Defense: White Collar, Brian Glasser

Forbes - Top Corporate Law Firm (2019)

National Trial Lawyers – Top 100 Trial Lawyers

Bailey Glasser Litigation Capabilities

Litigation of every kind has been the cornerstone of Bailey Glasser's success since our inception. We have initiated and defended billion-dollar actions nationwide in state courts, federal courts, and before arbitrators and mediators. Our opposing counsel has included some of the largest law firms in the country and we have emerged victorious. We represent the full spectrum of business interests and industries, from solo entrepreneurs to multi-national corporations, from coal miners to fashion designers.

In its 2021 USA Guide, ***Chambers & Partners*** *notes that Bailey Glasser has an "impressive team offering experience in both defense and plaintiff representation, regularly handling litigation with significant commercial and political implications. Adept in federal bankruptcies and cases concerning the medical, legal, and financial sectors, and* ***has a niche antitrust practice****. Handles both regional and national matters."*

TOP RANKED Chambers USA 2021

Bailey Glasser's trial lawyers bring vast experience in resolving business disputes including antitrust, class actions of every kind, breach of contract, breach of fiduciary duty, tortious interference, fraud, fraudulent transfer actions, and numerous other federal and state statutes. And although at Bailey Glasser "we try cases," we also recognize that a preferred outcome may be obtained by negotiation or at an early stage in a lawsuit. Our demonstrated willingness and skill in taking cases to trial gives our clients an advantage throughout the litigation process.

Electronically-Stored Information Practice Group

Another advantage we bring to our litigation practice is our unique Electronically-Stored Information ("ESI") Group that not only helps our clients drill down into discovery during cases, but also helps control costs. Bailey Glasser's Electronically Stored Information (ESI) team employs a firm command of evolving best practices, emergent technologies, and established legal principles and rules to ensure that our corporate and individual clients preserve, collect, and manage ESI, and conduct e-Discovery, with strategic confidence. Katherine Charonko, a member of this proposed team and the ESI Practice Group Leader, is a thought leader and pioneer in the field of ESI and is a Certified e-Discovery Specialist ("CEDS"), a globally recognized credential. She regularly speaks on ESI issues around the country.

Charonko has been appointed to leadership roles in e-Discovery in three multidistrict litigations and provides efficient, cost-effective, and detail-oriented support for all significant Bailey Glasser litigations from beginning to end. Charonko's practice group evaluates technical and ESI needs; crafts litigation holds; coordinates custodial interviews; conducts document collections; implements aggressive preservation management; negotiates and drafts ESI protocols and protective orders; manages massive discovery libraries; conducts document review; navigates discovery challenges presented by the European Union's General Data Protection Regulation (GDPR) and other privacy regulations; and provides trial support. No modern litigation can happen well without this function and Bailey Glasser is well situated to handle all e-Discovery issues that can arise.

Representative Antitrust Cases Include:

In re Blue Cross Blue Shield Antitrust Litigation: Bailey Glasser serves on the plaintiff's discovery committee of this multi-district litigation matter alleging nationwide market allocation and price-fixing antitrust violations by the Blue Cross Blue Shield Association and its members throughout the United States; currently pending before the US District Court for the Northern District of Alabama

Comcast Set Top Cable Television Box Antitrust Litigation, MDL-2034: Bailey Glasser served on the plaintiffs' steering committee in the MDL action alleging antitrust violations related to defendant's set-top cable box policies.

West Virginia Paving Inc., Kelly Paving Inc., American Asphalt & Aggregate Inc.: On behalf of the State of West Virginia, Bailey Glasser prosecuted an antitrust case against several asphalt paving contractors, including the world's largest contractor. In 2020, after five years of litigation, Bailey Glasser negotiated a $101.35 million settlement with the 11 asphalt and paving companies – the largest, single-state antitrust settlement in West Virginia's history.

State of West Virginia v. Microsoft Corporation: Bailey Glasser lawyers served as special assistant attorneys general for the State of West Virginia in antitrust and consumer protection action against Microsoft Corporation; the case settled for a total value of $21 million.

Wine and Beverage Merchants v. Mountain State Beverage, et al.: Bailey Glasser represented a group of West Virginia wine distributors in an antitrust action against a nationwide alcohol distributor and its West Virginia affiliate; obtained a confidential settlement within 18 months of filing.

Representative Plaintiffs' Class Action Cases Include:

Volkswagen "Clean Diesel" Marketing, Sales Practices, and Product Liability Litigation MDL No. 2672 CRB (JSC) (N.D. Cal.) - Ben Bailey serves as one of twenty-three lawyers on the Plaintiffs' Steering Committee for the Volkswagen Diesel Emissions MDL pending in the Northern District of California. Bailey Glasser LLP helped settle the first round of claims in the case, involving vehicles with 2.0 liter diesel engines, for more than $15 billion. Final approval was granted for a settlement worth at least $1.2 billion for the 3.0 liter diesel engines. A $327.5 million settlement with German auto electronics supplier Robert Bosch has also been approved.

In Re: Atrium Medical Corp. C-Qur Mesh Products Liability Litigation (MDL No. 2753) - David Selby, II, serves on the Plaintiffs' Executive Committee and Kate Charonko serves as liaison director of e-Discovery for the Atrium MDL. This MDL consolidates federal lawsuits from all across the country against Atrium Medical Corporation. The lawsuits allege that the C-Qur Mesh manufactured by Atrium is made of polypropylene with an outer coating derived from fish oil. The lawsuits claim the fish oil coating on C-Qur mesh produces an allergic or inflammatory reaction that has caused serious injuries, including, organ perforations and bowel obstructions.

Toyota Unintended Acceleration Marketing, Sales Practices, and Product Liability Litigation Case No.: 8:10ML2151 JVS (FMOx) (C.D. Cal.) **-** In 2009, Bailey Glasser LLP filed one of the first wrongful death actions alleging sudden-acceleration defects in a Toyota Camry. Ultimately, B&G lawyers were appointed to key MDL leadership roles in what came to be, at the time, one of the largest products liability cases ever filed. Ben Bailey served on the plaintiffs' lead counsel committee pursuing economic-loss damages; Eric Snyder serves in the same capacity on the committee pursuing personal injury claims. The firm played a leading role in developing expert testimony on the sudden acceleration defect in 2002-2010 Toyota vehicles. The economic-loss claims settled for $1.6 billion. Hundreds of personal injury claims have also been settled.

Krakauer v. Dish Network. L.L.C., No. 1:14-CV-00333-CCE-JEP (M.D. NC) **-** The firm obtained a $20.5 million verdict in a class action trial against Dish Network. The class, led by class representative Dr. Thomas Krakauer of Bahama, North Carolina, alleged Dish was liable for more than 51,000 telemarketing calls placed by a defunct DISH dealer to persons whose telephone numbers were on the National Do Not Call Registry. The jury found DISH liable for all calls and awarded $400 per violation of the Telephone Consumer Protection Act.

Brundle v. Wilmington Trust, No. 1:15-cv-1494 (E.D. Va.)- Bailey Glasser LLP recovered $30 million for the participants in the Constellis Employee Stock Ownership Plan following a two-week trial. The court's decision set important new standards for ESOP trustees representing plans and participants in ESOP transactions.

In re: Monitronics Int'l, Inc. Telephone Consumer Protection Act Litigation, MDL No. 2493 (N.D. W. Va.) - The firm serves in both lead and liaison positions in an MDL case, In re: Monitronics Int'l, Inc. Telephone Consumer Protection Act Litigation. The MDL consolidates five putative class actions originally brought in federal courts in West Virginia, Washington, California, and Illinois. The cases allege violations of the TCPA, a federal law that strictly regulates "robocall" telemarketing and telemarketing to persons listed on the national Do Not Call Registry.

Comcast Set-Top Cable Television Box Antitrust Litigation, MDL No. 2034 (E.D. Pa.) **-** The firm serves on the Plaintiffs' Steering Committee in MDL action alleging antitrust violations related to defendant's set-top cable box policies.

In re: Blue Cross Blue Shield Antitrust Litigation, MDL No. 2406 (N.D. Ala.) **-** The firm serves on the Plaintiffs' Steering Committee in the pending MDL case alleging nationwide market allocation and price-fixing antitrust violations by the Blue Cross Blue Shield Association and its members.

Anderson v. National City Bank (formerly Provident Bank), No. 04-C-199 (Cir. Ct. of Mercer County, W. Va.) **-** The firm was brought in by a respected legal service firm six months before trial as co-lead counsel in a certified predatory-lending class action in West Virginia state court. The case settled for $8.1 million, a sum that completely paid off more than fifty mortgage loans and made additional cash payments to class members of up to $34,000 each.

Carter v. Taurus Int'l Mfg., et al., Taurus Pistol Unintended Discharge Case - The firm serves as co-lead counsel in a nationwide product liability class action against firearm manufacturer Taurus alleging design defects in nine pistol models that can result in unintended discharge if the pistol is dropped. Granted final approval from the U.S. District Court for the Southern District of Florida on July 22, 2016, the settlement's total possible value has been assessed to be $239 million. The terms of the settlement include a buyback or replacement of almost one million pistols, as well as additional safety training with regards to the defects alleged in the suit. The case is currently on appeal to the U.S. Court of Appeals for the Eleventh Circuit by three objectors to the settlement.

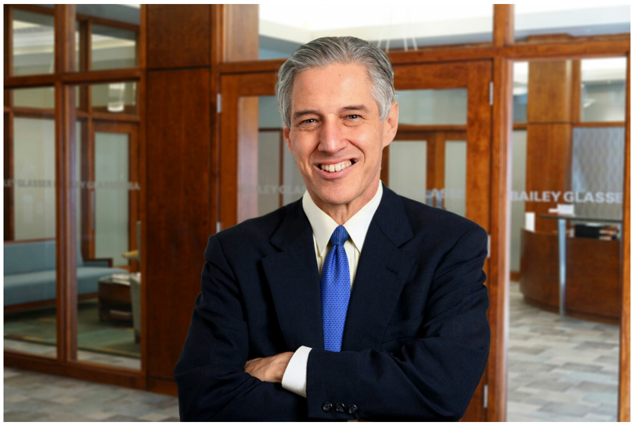
Cummins v. H&R Block, Inc. - In a case litigated for five years in venues ranging from the West Virginia trial and appellate courts, to federal district courts in West Virginia and Illinois, to the United States

Supreme Court, our lawyers served as lead counsel in winning a $62.5 million multistate class action settlement against H&R Block. The case involved first-impression claims relating to the application of West Virginia's credit-services organization statute to Block's refund anticipation loan product. Other firms across the country litigated cases against Block alleging similar claims, without success, for more than ten years. West Virginia's share of the settlement was $32.5 million.

Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation, MDL No. 2775 (D. Md.) - Mr. Selby serves on the PSC of this MDL, the cases in which allege that the metal-on-metal design of the company's R3 and BHR line of hip implants lead to tiny particles of cobalt and chromium metal alloys being shed into patients' hip joints and bodies, potentially leading to bone and tissue necrosis, toxic damage and the formation of pseudotumors. This MDL is currently in the deposition phase of discovery. Mr. Selby has an active role in preparing for and taking all the marketing related corporate witnesses' depositions.

3M Products Liability Litigation, MDL No. 2885 (N.D. Fl.) – Kate Charonko serves on the ESI Subcommittee. The related actions generally allege that the defendants' dual-ended Combat Arms earplugs were defective and caused the plaintiffs to develop hearing loss and/or tinnitus.

In Re: Davol/C. R. Bard Hernia Mesh Multi-Case Management Litigation, Case No.: 18-9999 (Superior Court R.I.) – David Selby serves on the PSC and Kate Charonko serves as liaison director of e-Discovery for the Davol/C. R. Bard Hernia Mesh Products Liability Litigation. This state court MDL consists of plaintiffs who had one or more of defendants' hernia mesh products implanted for hernia repair. It is being alleged that the polypropylene material used in defendants' hernia mesh products is unreasonably susceptible to in vivo oxidative degradation, which causes or exacerbates excessive inflammation and adverse foreign body reaction, leading to excessive shrinkage, scarification, pain and mesh deformation.



Of Counsel

Bart D. Cohen

T: 215.274.9420 F: 202.463.2103
bcohen@baileyglasser.com

Bart Cohen has over 30 years of experience in class actions and other complex litigation, with an emphasis on federal antitrust litigation earlier in his career, and with an emphasis on consumer litigation since joining Bailey Glasser.

Bart has been appointed as co-lead counsel in data breach litigation including *Barletti v. Connexin Software Inc*., No. 2:22-cv-04676 (E.D. Pa.) (representing proposed class of over 2.9 million), *Goss v. Performance Health Technology, Ltd*., No. 23CV34744 (Multnomah Cty. Circuit Ct.) (proposed class of over 1.7 million), and *In re Community Health Systems, Inc. Data Security Litigation*, No. 3:23-cv-00285 (M.D. Tenn.) (proposed class of over 1.1 million). The *Connexin* court approved a settlement worth $4 million in July 2024.

In *Your Towne Builders, Inc. v. Manheim Township*, Bart was one of two co-lead counsel for a certified class of real estate developers who were overcharged for connecting new construction to a municipal water system. After a bench trial and an appeal to the Commonwealth Court of Pennsylvania, the case settled for $4 million, over 80 percent of class-wide damages. *See Your Towne Builders, Inc. v. Manheim Twp.* , 303 A.3d 1126 (Pa. Commw. Ct. 2023).

Bart's proficiency in managing both practical and substantive information technology is a result of his degree in computer science as well as his experience in professional software development. Bart is a second-generation attorney, first inspired to become a lawyer by his father (who practiced for over 60 years), and now inspired by pursuing truth and justice on behalf of his clients.

Bart is a frequent contributor to legal publications, including *Law360*, *The Legal Intelligencer*, and several publications of the American and Philadelphia Bar Associations. He has been identified as "a very strong litigator" by the *Legal 500* (2009 and 2010), and was designated a "Pennsylvania Super Lawyer," a distinction awarded to only five percent of the attorneys in the state, for over a decade.

Bart is a graduate of the Georgetown University Law Center. He also graduated from the University of Pennsylvania with two bachelor's degrees, from the Wharton School and the School of Engineering and Applied Science.

Practice Areas

Automotive Defects

Banking & Financial Services

Class Actions

Consumer Litigation

Education

J.D., Georgetown University Law Center, 1989

B.S. and B.A.S, University of Pennsylvania, 1984

Admissions

Pennsylvania

U.S. District Court, Eastern District of Pennsylvania

U.S. Court of Appeals for the Third Circuit

Representative Matters

- ***Barletti v. Connexin Software Inc.***, No. 2:22-cv-04676 (E.D. Pa.): After prevailing on a contested lead counsel motion, Bart is one of two co-lead counsel responsible for prosecuting this proposed class action on behalf of over 2.2 million class members, many of whom are children, whose sensitive data was exposed by the breach of an information technology services provider that serves pediatric practices nationwide.
- ***In re Community Health Systems, Inc. Data Security Litigation***, No. 3:23-cv-00285 (M.D. Tenn.): Bart is co-lead counsel in this proposed class action on behalf of over 1.1 million class members, whose sensitive data was exposed by the breach of a vendor serving Community Health Systems, Inc., which operates nearly 80 hospitals in 15 states.
- ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, No. 05-md-1720 (E.D.N.Y.): Bart played a key role in earning his prior firm a lead counsel position representing an injunctive relief class of over seven million merchants who accept Visa and Mastercard payment cards, based on his substantial earlier work on the case, and by drafting the firm's briefs in support of a hotly-contested lead counsel motion. Bart subsequently filled a role

immediately below that of co-lead counsel, taking responsibility for formulating settlement positions (which involved complex payment network rules) and managing certain dispositive briefs. We got the class certified, based in part on his advocacy related to rarely litigated issues raised by Fed. R. Civ. P. 23(b)(2).

- ***In re Wawa, Inc. Data Security Litigation*, 2:19-cv-06019 (E.D. Pa.)**: Bart played a key role in earning his prior New York-based firm a lead counsel position, by getting a complaint on file promptly after news of the Wawa data breach became public, and by virtue of his knowledge of the Philadelphia firms with whom they were in competition. Bart was responsible for the firm's day-to-day role in the case, in which a settlement for up to $9 million was approved.

News & Insights

Bailey Glasser Adds Antitrust Lawyer Bart Cohen as Of Counsel in Philadelphia
10.25.2021

EXHIBIT 3

MASON LLP

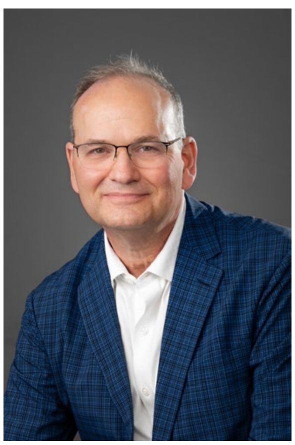
ATTORNEYS AT LAW

Mason LLP is dedicated to representing plaintiffs in class actions, mass torts and individual cases in courts throughout the United States

Our attorneys have a long history of obtaining major verdicts and settlements. We frequently lead, co-lead, or perform other leadership roles in class actions of national significance. Examples include the Office of Personnel Management (OPM) data breach litigation (in which one of our attorneys was appointed Liaison Counsel) and the Entran II product liability litigation (in which one of our attorneys served as Co-Lead Counsel and successfully resolved the case for $330 million).

THE FIRM'S PRINCIPAL LAWYERS

Gary E. Mason
Founding Partner



Gary graduated magna cum laude, Phi Beta Kappa, from Brown University and Duke University Law School, where he was an editor of *Law and Contemporary Problems*. He then served as a law clerk for the Honorable Andrew J. Kleinfeld of the U.S. District Court for the District of Alaska. Gary was previously an Associate at Skadden Arps and a Partner at Cohen Milstein where he was the first Co-Chair of its Consumer Protection Practice Group. He is licensed to practice in the District of Columbia, State of Maryland, State of New York, and in numerous federal district courts across the country as well as the Second, Fourth, Fifth, Sixth, Seventh, Ninth and Federal Circuit Courts of Appeals, the U.S. Court of Federal Claims and the United States Supreme Court.

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than $1.5 billion in the 29 years he has represented plaintiffs. With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles. He also is recognized for his successful representation of persons injured by negligently discharged pollutants (e.g., *In re The Exxon Valdez*) and victims of wage theft. He has represented more than 2,000 Customs and Border Patrol Agents in a FLSA litigation against the federal government, more than 1,500 women injured by use of a defective tampon product, thousands of owners of animals injured by contaminated dog food, and over 23 million individuals whose personal data was compromised by the U.S. Office of Personnel Management data breach.

Gary was an early advocate for victims of security breaches and privacy violations, starting with the first settlement arising from a Google data breach (*In re Google Buzz*), the Department of Veterans Affairs stolen laptop case, and continuing in data breach cases to-date. Mr. Mason recently served as Liaison Counsel in a data breach case filed against the Office of Personnel Management. *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (final approval of a $63 million settlement fund granted Oct. 26, 2022). He recently served as one of the Co-Lead Counsel for the *Farley v. Eye Care Leaders* data breach matter related to the breach of over three million individuals' data, which was granted final approval on June 27, 2024, in the Middle District of North Carolina, No. 1:22-cv-00468, and one of the Co-Lead Counsel in *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-00127, a data breach matter which was granted final approval in the District of Connecticut on November 18, 2024. He also serves as Co-Lead Counsel for the following pending cases: *Brim v. Prestige Care, Inc.*, No. 3:24-cv-05133 (W.D. Wash. Apr. 1, 2024) (preliminary approval granted Dec. 2, 2024); *Fazenbaker v. Cmty. Health Care, Inc.*, No. 1:24-cv-11170 (D.N.J. Apr. 29, 2024); *Hodge v. AHS Med. Holdings LLC*, No. 3:23-cv-01308 (M.D. Tenn. Mar. 15, 2024) (preliminary approval granted Oct. 9, 2024); *In re Tift Reg'l Health Sys., Inc. Data Breach Litig.*, No. 2023CV0313 (Ga. Super. Ct. Dec. 8, 2023); *Lawless v. D.C. Health Benefit Exchange Auth.*, No. 2023-CAB-001569 (D.C. Super. Ct. July 13, 2023) (preliminary approval granted Nov. 13, 2024); *Sharber v. FMC Servs., LLC*, No. 111219-D-CV (Tex. 320th Jud. Dist. Ct. Potter Cnty. Nov. 16, 2022); *Stinson v. Yum! Brands, Inc.*, No. 3:23-cv-00183 (W.D. Ky. June 6, 2024); and *Toussaint v. HanesBrands, Inc.*, No. 1:22-cv-00879 (M.D.N.C. Nov. 4, 2024) (preliminary approval granted Nov. 4, 2024).

Gary has served in leadership positions in many consumer class actions in state and federal courts nationwide as well as in MDLs. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012–2013 Co-Chair of the Class Action Litigation Group for the American Association for Justice and presently serves as the Chairman of its Rule 23 Task Group. He has repeatedly been named a Washington, DC Super Lawyer for Class Actions.

Gary lives in Bethesda, Maryland.

Danielle L. Perry
Partner

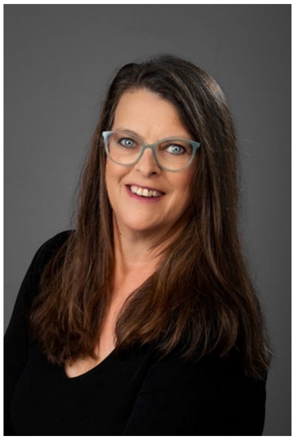
Danielle L. Perry is a partner at Mason LLP, and offers nearly a decade of class action litigation experience to the benefit of her clients. Graduating from the University of California, Berkeley in 2010 and from Loyola Law School, Los Angeles in 2013, Ms. Perry is licensed to practice in the State of California, District of Columbia, and in numerous federal district courts across the country as well as the U.S. Court of Federal Claims, and the Fifth, Seventh, and Federal Circuit Courts of Appeals. While Ms. Perry originally focused her career on employment law class actions, after her first few years of practice she expanded her experience and resume to cover numerous data breach and consumer class actions as well. Ms. Perry, either as an individual or as a member of her firm, has been named Class Counsel or appointed to leadership positions in numerous data breach class actions including: *Alexander v. Salud Fam. Health, Inc.*, No. 2023CV030580 (Colo. 19th Dist. Ct. Weld

Cnty. Nov. 13, 2023) (appointed Co-Lead Counsel Aug. 14, 2023); *Andersen v. Oak View Grp., LLC*, No. 2:24-cv-00719 (C.D. Cal.) (appointed Co-Lead Class Counsel May 15, 2024); *Anderson v. Fortra, LLC*, No. 0:23-cv-533 (D. Minn.) (appointed Executive Committee Counsel Apr. 28, 2023); *Askew v. Gas South, LLC*, No. 22106661 (Ga. Super. Ct. Cobb Cnty. Jan. 19, 2024) (appointed Co-Lead Counsel Oct. 6, 2023); *Barletti v. Connexin Software Inc.*, No. 2:22-cv-04676 (E.D. Pa. July 24, 2024) (appointed to Plaintiffs' Steering Committee Mar. 30, 2023);; *Colston v. Envision Credit Union*, No. 2022CA1476 (Fla. 2d Jud. Cir. Ct. Leon Cnty. Apr. 14, 2023) (appointed Class Counsel Jan. 13, 2023); *Culp v. Fitzgibbon Hosp.*, No. 23SA-CV00020 (Mo. Cir. Ct. Saline Cnty. Sept. 20, 2024) (appointed Class Counsel May 29, 2024); *Dekenipp v. Gastroenterology Consultants, P.A.*, No. 202161470 (Tex. 295th Dist. Ct. Harris Cnty. Oct. 21, 2022) (appointed Class Counsel June 3, 2022); *Fernandez v. 90 Degree Benefits, LLC*, No. 2:22-cv-00799 (E.D. Wis. Nov. 17, 2023) (appointed Co-Lead Counsel July 21, 2023); *Gleason v. Methodist Hosps. of Dallas*, No. DC-22-14875 (Tex. Dist. Ct. Dallas Cnty.) (appointed Co-Lead Counsel Jan. 27, 2025); *In re Flagstar Dec. 2021 Data Sec. Incident Litig.*, No. 4:22-cv-11385 (E.D. Mich.) (appointed to Plaintiffs' Executive Committee May 24, 2023); *In re MedStar Health Data Sec. Incident Litig.*, No. 1:24-cv-01335 (D. Md.) (appointed Co-Lead Counsel Nov. 7, 2024); *In re NCB Mgmt. Servs., Inc. Data Breach Litig.*, No. 2:23-cv-1236 (E.D. Pa.) (appointed to Plaintiffs' Steering Committee June 5, 2023); *Payton v. Fam. Vision of Anderson, P.A.*, No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (appointed Co-Lead Class Counsel Sept. 11, 2023); *Pessia v. Warren Gen. Hosp.*, No. 501 (Pa. 37th Jud. Dist. Ct. Warren Cnty.) (appointed Co-Lead Class Counsel Jan. 29, 2024); *Rasmussen v. Uintah Basin Healthcare*, No. 2:23-cv-00322 (D. Utah) (appointed Co-Lead Counsel June 16, 2023); *Rodriguez v. Mena Reg'l Health Sys.*, No. 2:23-cv-02002 (W.D. Ark.) (appointed Co-Lead Counsel Apr. 20, 2023); *Rohrer v. Oak Valley Hosp. Dist.*, No. CV-23-005612 (Cal. Super. Ct. Stanislaus Cnty.) (appointed Co-Lead Counsel Nov. 14, 2023) (preliminary approval granted July 16, 2024); and *Woods v. Albany ENT & Allergy Servs., P.C.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty. Oct. 11, 2024) (appointed Co-Lead Counsel July 10, 2023).

Ms. Perry also has extensive experience providing support to appointed committees in MDL cases across the country. *See, e.g.*, *In re Deva Concepts Prods. Liab. Litig.*, No. 1:20-cv-01234 (S.D.N.Y. Jan. 3, 2022) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry undertook significant work for clients and class members with extensive hair loss, leading client interviews, drafting pleadings, and preparing settlement and settlement approval papers); *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, No. 2:19-md-02887, MDL No. 2887 (D. Kan. Oct. 7, 2021) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry played a significant role for clients and class members who purchased dog food with sometimes lethal amounts of vitamin D, participating in client intake, discovery, and preparing settlement and settlement approval papers); *In re Marriott Int'l Inc., Customer Data Sec. Breach Litig.*, No. 8:19-md-02879 (D. Md.) (Ms. Perry contributed to the plaintiff interview process and drafting of the consolidated amended complaint in data breach case); *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig*., 266 F. Supp. 3d 1 (D.D.C. 2017) (Mason LLP served as Liaison Counsel, and Ms. Perry has completed research assignments in support of and at the request of Lead Counsel in data breach case). Additionally, Ms. Perry has also been appointed to the Leadership Development Committee in *In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig.*, where she works closely with Lead Counsel in all areas of litigation and fights for consumers' rights pertaining to the purchase of defective and/or unsafe products. No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022).

Outside of work, Ms. Perry enjoys being in the sun and on the water, is trying not to kill her garden, and is constantly planning future home renovations. Ms. Perry lives outside of Annapolis, Maryland.

Lisa A. White
Senior Attorney



Lisa A. White is a writer and researcher at heart, known for her attention to detail, optimism, and creative approach to legal problem-solving. Most of Lisa's work is in the federal court system, both in the District Courts and Circuit Courts of Appeals. She is licensed to practice in the State of Tennessee, and in numerous federal district courts across the country as well as the Seventh and Ninth Circuit Courts of Appeals.

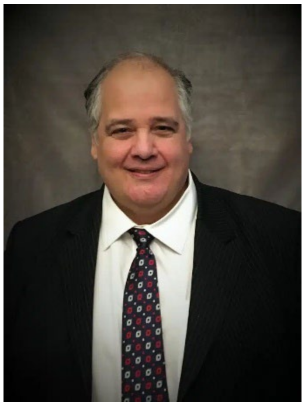
Lisa's primary areas of practice are data breach litigation, product defect, product misrepresentation, and wage and hour class actions. Her role at Mason LLP frequently involves investigating and researching potential cases and claims prior to a complaint being filed, as well as drafting responsive pleadings, and leading the detailed research tasks that are required for and during litigation. In addition, she is actively involved in Mason LLP's mediations, from drafting premediation requests and mediation statements to participating in mediated resolutions to cases.

Prior to joining Mason LLP, Lisa practiced at another plaintiffs' class action firm, where she advocated for employees who were improperly paid, especially in the airline industry. She also worked on lawsuits related to defective products and deceptive advertising. She was frequently called on to research and draft appellate briefs.

Lisa returned to law school after completing her Bachelor's and Master's in Sociology from The University of Tennessee. She then worked for the University's Center for Literacy Studies and taught for a number of years at universities. She completed the coursework for her Ph.D. in American Studies at The College of William and Mary, then opted to go to law school—a lifelong goal. Lisa is a graduate of The University of Tennessee College of Law. While at The University of Tennessee College of Law, Lisa was a Co-Coordinator of the Tennessee Innocence Project, and was the Research Editor for the Tennessee Journal of Law and Policy. While a law student, she practiced in both the Domestic Violence Clinic and the Advocacy Clinic. Lisa has published peer-reviewed papers in three academic fields: law, sociology, and history.

Lisa and her family are avid travelers, and she has visited all seven continents. In addition, for three years, she worked remotely practicing class action law while living in Greymouth, New Zealand.

Theo B. Bell
Attorney



Theodore B. Bell ("Theo") is Of Counsel at Mason LLP. Theo is an experienced attorney with over 25 years of litigation experience. Theo is admitted to practice law in both Illinois and Michigan and various federal courts around the country. Before recently joining Mason LLP, Mr. Bell's prior work experience included over 12 years at a mid-sized nationwide class action firm where Mr. Bell focused his practice mainly on antitrust, as well as consumer and securities class actions. Theo's previous work experience also includes working at a firm that focused on representing class action opt-outs in antitrust cases, another firm that represented workers' compensation insurance carriers where he focused his practice on litigating premium fraud cases in federal court, as well as a general practice firm where Theo gained extensive experience litigating state court cases in a wide array of civil practice areas.

Notable cases that Mr. Bell has worked on include:

- *Shane Grp., Inc. v. Blue Cross Blue Shield of Mich.*, No. 2:10-cv-14360 (E.D. Mich. Sept. 30, 2019) (antitrust price-fixing case involving most-favored-nation agreements—$29.9 million class settlement);
- *In re Dairy Farmers of Am. Cheese Antitrust Litig.*, No. 1:09-cv-03960 (N.D. Ill. Sept. 30, 2015) (antitrust price-fixing case involving manipulation of cheese and milk futures to raise prices of dairy products—$46 million class settlement);
- *McDonough v. Toys "R" Us*, No. 2:06-cv-00242 (E.D. Pa. July 7, 2021) (antitrust case involving retail price maintenance—$35.5 million class settlement);
- *In re Sulfuric Acid Antitrust Litig.*, No. 1:03-cv-04576 (N.D. Ill. Dec. 22, 2011) (antitrust price-fixing case involving output restrictions—class settlements totaling over $6 million);
- *In re Groupon Derivative Litig.*, No. 1:12-cv-05300 (N.D. Ill. Apr. 7, 2017) (shareholder derivative suit involving materially false and misleading statements concerning Groupon's business operations and financial condition prior to Groupon's IPO—settlement obtained substantial beneficial corporate-governance reforms); and
- *Messner v. Northshore Univ. Health Sys.*, 669 F.3d 802 (7th Cir. 2012) (illegal monopolization and attempted monopolization through hospital mergers—Theo was part of the appellate team that successfully obtained reversal of the U.S. District Court's denial of class certification).

Theo is a graduate of The University of Michigan, where he earned his Bachelor's degree in Sociology, and the University of Detroit Mercy School of Law where Mr. Bell earned his law degree.

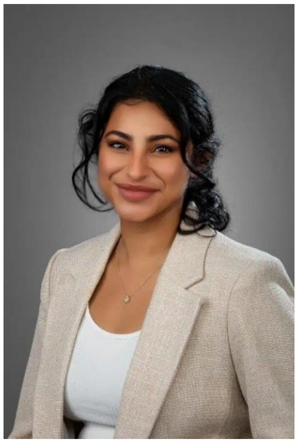
Ra O. Amen
Associate Attorney

Ra, a native of the California Bay Area, graduated from Stanford University with a degree in economics and from Emory University School of Law, with honors, where he was a Notes and Comments Editor for the Bankruptcy Developments Journal. Ra was previously an Associate at Hunton Andrews Kurth LLP and Morgan & Morgan's Complex Litigation Group. He is licensed to practice in the State of Georgia and the United States District Court for the Northern District of Georgia.

Ra has over seven years of complex litigation experience, specializing in consumer class actions, data breach and other privacy litigation. Ra was recently appointed as one of the Co-Lead Class Counsel in *In re Nations Direct Mortg., LLC Data Breach Litig.*, No. 2:24-cv-00595 (D. Nev. Oct. 2, 2024) (data breach affecting over 83,000 individuals) and to the Leadership Development Committee in *Geleng v. Ind. Living Sys., LLC*, No. 1:23-cv-21060 (S.D. Fla. Sept. 28, 2023) (data breach affecting over four million individuals). Ra was also an integral part of the team that recovered a $190 million settlement for the class in *In re Cap. One Inc. Customer Data Sec. Breach Litig.*, No. 1:19-md-02915 (E.D. Va. Sept. 13, 2022) (data breach affecting 98 million individuals), where his discovery and briefing efforts helped facilitate said settlement.

Ra is also a former Peace Corps. Morocco volunteer and an avid guitarist having performed with, recorded with, and opened for a number of Grammy-nominated artists.

Salena J. Chowdhury
Associate Attorney



Salena Chowdhury is an associate attorney at Mason LLP. She is a graduate of the University of Tennessee College of Law. She also attended the University of Tennessee at Knoxville for her bachelor's where she majored in political science with a concentration in public administration and a minor in psychology. Salena has been admitted to the Illinois bar and to the District of Columbia bar.

Salena has had a passion for law since she was a kid. While Salena was still in high school, she began working at her first law firm. She continued to work at various law firms gaining a diverse area of legal experience throughout her undergraduate studies and law school.

Since joining Mason LLP Salena has gained experience in mediations, data breach, product defect, product misrepresentation, and wage & hour class actions. She is known for her quick learning curve and adaptability to challenges. Her role at Mason LLP is expanding as she takes on new responsibilities in major cases.

Salena comes from a large diverse family background. She values the time spent with her family. She enjoys outdoor activities like 4-wheeling, soccer, and playing with her dogs. Additionally, she loves to travel and to learn about other cultures.

NOTABLE CLASS ACTION CASES

Antitrust

In re TFT-LCD (Flat Panel) Antitrust Litig., No. 3:07-md-01827, MDL No. 1827 (N.D. Cal. Dec. 18, 2012) (combined settlement totaling nearly $1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market).

Products

Ersler v. Toshiba Am., Inc., No. 1:07-cv-02304 (E.D.N.Y. Feb. 24, 2009) (settlement of claims arising from allegedly defective television lamps).

Hurkes Harris Design Assocs., Inc. v. Fujitsu Comput. Prods. of Am., Inc., No. 812127 (Cal. Super. Ct. Santa Clara Cnty. Mar. 2004) (settlement provides $42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives).

In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig., No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022) (Gary Mason appointed Co-Lead Counsel Mar. 25, 2022, and Danielle Perry appointed to the Leadership Development Committee Apr. 27, 2022).

In re Deva Concepts Prods. Liab. Litig., No. 1:20-cv-01234 (S.D.N.Y. Jan. 3, 2022) (Gary Mason appointed Co-Lead Counsel July 30, 2020; $5.2 million settlement).

In re Hill's Pet Nutrition, Inc., Dog Food Prods. Liab. Litig., No. 2:19-md-02887, MDL No. 2887 (D. Kan. Oct. 7, 2021) (Gary Mason appointed Co-Lead Counsel July 13, 2019; $12.5 million settlement).

Mink v. Maytag Corp., No. 03L47 (Ill. Cir. Ct. St. Clair Cnty. 2005) (class action settlement for owners of Maytag Neptune washing machines).

Smid v. Nutranext, LLC, No. 20L0190 (Ill. Cir. Cit. St. Clair Cnty. July 29, 2020) (Gary Mason appointed Class Counsel Apr. 16, 2020; $6.7 million settlement).

Stalcup v. Thomson, Consumer Elecs., Inc. (Ill. Cir. Ct. Madison Cnty. May 24, 2004) ($100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified).

Turner v. Gen. Elec. Co., No. 2:05-cv-00186 (M.D. Fla. Sept. 13, 2006) (national settlement of claims arising from allegedly defective refrigerators) (Gary Mason appointed Class Counsel Dec. 22, 2005).

Automobiles

Berman v. Gen. Motors LLC, No. 2:18-cv-14371 (S.D. Fla. Oct. 5, 2018) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Baugh v. Goodyear Tire & Rubber Co. (Ill. Cir. Ct. Madison Cnty. 2002) (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program).

Falk v. Nissan N. Am., Inc., No. 4:17-cv-04871 (N.D. Cal. May 18, 2020) (Co-Lead Counsel in litigation alleging damages from defective transmissions; national settlement extending warranty for 1.5 million vehicles).

In re Gen. Motors Corp. Speedometer Prods. Liab. Litig., No. 2:07-cv-00291, MDL No. 1896 (W.D. Wash. Jan. 23, 2009) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (N.J. Super. Ct. Bergen Cnty. 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of $12 million fund; 7th largest judgment or settlement in New Jersey).

Civil Rights

Bruce v. Cnty. of Rensselaer, No. 1:02-cv-00847 (N.D.N.Y. Sept. 24, 2004) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses).

In re Black Farmers Discrimination Litig., No. 1:08-mc-00511 (D.D.C. Oct. 27, 2011) ($1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans).

Commercial

In re Outer Banks Power Outage Litig., No. 4:17-cv-00141 (E.D.N.C. Sept. 21, 2018) (Co-Lead Counsel; $10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage).

Construction Materials

Cordes v. IPEX, Inc., No. 1:08-cv-02220 (D. Colo. Oct. 7, 2009) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee).

Elliott v. KB Home N.C. Inc., No. 08 CVS 21190 (N.C. Super. Ct. Wake Cnty. Apr. 17, 2017) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier).

Galanti v. Goodyear Tire & Rubber Co., No. 03-cv-00209 (D.N.J. Nov. 23, 2004) (national settlement and creation of $330 million fund for payment to owners of homes with defective radiant heating systems).

Helmer v. Goodyear Tire & Rubber Co., No. 1:12-cv-00685-RBJ, 2014 WL 3353264 (D. Colo. July 9, 2014) (class action arising from allegedly defective radiant heating systems; Colorado class certified).

Hobbie v. RCR Holdings II, LLC, No. 2:10-cv-01113, MDL No. 2047 (E.D. La. 2012) ($30 million settlement for remediation of 364-unit residential high-rise constructed with Chinese drywall).

In re Allura Fiber Cement Siding Prods. Liab. Litig., No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

In re Atlas Roofing Corp. Chalet Shingle Prods. Liab. Litig., No. 1:13-md-02495, MDL No. 2495 (N.D. Ga. July 24, 2019) (Co-Lead Counsel; class action arising from allegedly defective shingles).

In re Chinese Manufactured Drywall Prods. Liab. Litig., No. 2:09-md-02047, MDL No. 2047 (E.D. La. 2012) (appointed Co-Chair, Insurance Committee) (litigation arising out of defective drywall).

In re Elk Cross Timbers Decking Mktg., Sales Pracs. & Prod. Liab. Litig., No. 15-cv-0018, MDL No. 2577 (D.N.J. 2017) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

In re Exterior Insulation Finish Sys. (EIFS) Prods. Liab. Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individual homeowners in lawsuits against homebuilders and EIFS manufacturers).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Mktg., Sales Pracs. Litig., No. 1:16-md-2743 (E.D. Va.) (Co-Lead Counsel; Durability case; $36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re MI Windows & Doors, Inc., Prods. Liab. Litig., No. 2:12-mn-00001, MDL No. 2333 (D.S.C. July 22, 2015) (Co-Lead Counsel; national class action settlement for homeowners who purchased defective windows).

In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Pracs. & Prods. Liab. Litig., MDL No. 2514 (D.S.C.) (class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re Synthetic Stucco Litig., No. 5:96-CV-287-BR(2) (E.D.N.C. Oct. 19, 1998) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than $50 million).

In re Windsor Wood Clad Window Prods. Liab. Litig., No. 2:16-md-02688 (E.D. Wis. July 11, 2018) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Zurn Pex Plumbing Prods. Liab. Litig., No. 0:08-md-01958, MDL No. 1958 (D. Minn. Feb. 27, 2013) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement).

Posey v. Dryvit Sys., Inc., No. 17,715-IV (Tenn. Cir. Ct. 2002) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants).

Smith v. Floor & Decor Outlets of Am., Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

Staton v. IMI South (Ky. Cir. Ct.) (Co-Lead Counsel; class settlement for approximately $30 million for repair and purchase of houses built with defective concrete).

Sutton v. Fed. Materials Co., No. 07-CI-00007 (Ky. Cir. Ct.) (Co- Lead Counsel; $10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Environmental

Bell v. WestRock, CP, LLC, No. 3:17-cv-829-JAG (E.D. Va. 2020) (Co-Lead Counsel in litigation alleging nuisance from wood dust from paper mill; class certification motion pending; class certified; $700,000 settlement).

In re Swanson Creek Oil Spill Litig., No. 8:00-cv-01429-PJM (D. Md. 2002) (Lead Counsel; $2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland).

Nnadili v. Chevron U.S.A., Inc, No. 02-cv-1620 (D.D.C. 2008) ($6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station).

Fair Labor Standards Act (FLSA) / Wage and Hour

Craig v. Rite Aid Corp., No. 08-2317 (M.D. Pa. 2013) (FLSA collective action and class action settled for $20.9 million).

Lew v. Pizza Hut of Md., Inc., No. CBB-09-CV-3162 (D. Md. 2011) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages).

Stillman v. Staples, Inc., No. 2:07-cv-00849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for $2.5 million; national settlement approved for $42 million).

Financial

Penobscot Indian Nation v U.S. Dep't of Housing & Urban Dev., No. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act).

Roberts v. Fleet Bank (R.I.), N.A., No. 00-6142 (E. D. Pa. 2003) ($4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.").

Insurance

Nichols v. Progressive Direct Ins. Co., No. 2:06-cv-146 (E.D. Ky. 2012) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of $2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of $1.75 million).

Young v. Nationwide Mut. Ins. Co., No. 11-5015 (E.D. Ky. 2014), *class certified and affirmed on appeal*, 693 F.3d 532 (6th Cir. 2012) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; settlements with all defendants for 100% refund of taxes collected).

Privacy / Data Breach

Alexander v. Salud Fam. Health, Inc., No. 2023CV030580 (Colo. 19th Dist. Ct. Weld Cnty. Nov. 13, 2023) (Danielle Perry appointed Co-Lead Counsel Aug. 14, 2023).

Alvarado v. JDC Healthcare Mgmt., LLC, No. DC-22-03137 (Tex. 95th Jud. Dist. Ct. Dallas Cnty. Aug. 22, 2023) (Gary Mason appointed Co-Lead Counsel Aug. 25, 2022).

Andersen v. Oak View Grp., LLC, No. 2:24-cv-00719 (C.D. Cal.) (Danielle Perry appointed Co-Lead Class Counsel May 15, 2024).

Anderson v. Fortra, LLC, No. 0:23-cv-533 (D. Minn.) (Danielle Perry appointed Executive Committee Counsel Apr. 28, 2023).

Askew v. Gas South, LLC, No. 22106661 (Ga. Super. Ct. Cobb Cnty. Jan. 19, 2024) (Danielle Perry appointed Co-Lead Counsel Oct. 6, 2023).

Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist., No. 20-2-00217-14 (Wash. Super. Ct. Grays Harbor Cnty. Sept. 21, 2020) (Gary Mason appointed Class Counsel May 27, 2020).

Baksh v. Ivy Rehab Network, Inc., No. 7:20-cv-01845-CS (S.D.N.Y. Jan. 27, 2021) (appointed Class Counsel Sept. 23, 2020).

Bandy v. TOC Enters., Inc., No. 3:23-cv-00598 (M.D. Tenn. Mar. 14, 2024) (Lisa White and Danielle Perry appointed Class Counsel Nov. 7, 2023).

Barletti v. Connexin Software Inc., No. 2:22-cv-04676 (E.D. Pa. July 24, 2024) (Danielle Perry appointed to Plaintiffs' Steering Committee Mar. 30, 2023).

Brim v. Prestige Care, Inc., No. 3:24-cv-05133 (W.D. Wash.) (Gary Mason appointed Co-Lead Counsel Apr. 1, 2024) (preliminary approval granted Dec. 2, 2024).

Carr v. Beaumont Health, No. 2020-181002-NZ (Mich. Cir. Ct. Oakland Cnty. Oct. 29, 2021) (data breach class action involving 112,000 people) (appointed Class Counsel June 23, 2021).

Cece v. St. Mary's Health Care Sys., Inc., No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty. Apr. 4, 2022) (data breach class action involving 55,652 people) (Danielle Perry appointed Class Counsel Dec. 15, 2021).

Chacon v. Nebraska Med., No. 8:21-cv-00070-RFR-CRZ (D. Neb. Sept. 15, 2021) (data breach settlement) (appointed Class Counsel June 4, 2021).

Chatelain v. C, L & W PLLC d/b/a Affordacare Urgent Care Clinics, No. 50742-A (Tex. 42d Jud. Dist. Ct. Taylor Cnty. Feb. 24, 2021) (data breach class action settlement valued at over $7 million) (appointed Class Counsel Nov. 5, 2020).

Colston v. Envision Credit Union, No. 2022CA1476 (Fla. 2d. Jud. Cir. Ct. Leon Cnty. Apr. 14, 2023) (Danielle Perry appointed Class Counsel Jan. 13, 2023).

Culp v. Fitzgibbon Hosp., No. 23SA-CV00020 (Mo. Cir. Ct. Saline Cnty. Sept. 20, 2024) (Danielle Perry appointed Class Counsel May 29, 2024).

Darrin v. Huntington Ingalls Indus., No. 4:23-cv-00053 (E.D. Va. Sept. 12, 2024) (Gary Mason appointed Co-Lead Counsel July 6, 2023).

Dekenipp v. Gastroenterology Consultants, P.A., No. 202161470 (Tex. 295th Jud. Dist. Ct. Harris Cnty. Oct. 21, 2022) (claims made settlement and 18 months credit monitoring for class of 162,000 patients) (Danielle Perry appointed Class Counsel June 3, 2022).

Duran v. JPMorgan Chase & Co., No. 1:24-cv-03514 (S.D.N.Y. Jan. 30, 2025) (Gay Mason appointed Co-Lead Counsel July 29, 2024).

Farley v. Eye Care Leaders, No. 1:22-cv-468 (M.D.N.C. June 27, 2024) (Gary Mason appointed Co-Lead Counsel Oct. 3, 2022).

Fazenbaker v. Cmty. Health Care, Inc., No. 1:24-cv-11170 (D.N.J. Apr. 29, 2024) (Gary Mason appointed Co-Lead Class Counsel Apr. 29, 2024).

Fernandez v. 90 Degree Benefits, LLC, No. 2:22-cv-00799 (E.D. Wis. Nov. 17, 2023) (Mason LLP appointed Class Counsel July 21, 2023).

Gates v. W. Wash. Med. Grp., No. 23-2-08498-31 (Wash. Super. Ct. Snohomish Cnty.) (Gary Mason appointed to Plaintiffs' Executive Committee Mar. 7, 2024).

Green v. EmergeOrtho, P.A., No. 22-CVS-3533 (N.C. Super. Ct. Durham Cnty. July 19, 2024) (Mason LLP appointed Class Counsel Feb. 23, 2024).

Guy v. Convergent Outsourcing, Inc., No. 2:22-cv-01558 (W.D. Wash. July 19, 2024) (Gary Mason appointed Co-Lead Counsel Dec. 21, 2022).

Hall v. AspenPointe, Inc., No. 2020CV32175 (Colo. 4th Dist. Ct. El Paso Cnty. Oct. 31, 2022) (Mason LLP appointed Co-Lead Class Counsel Mar. 15, 2021).

Haney v. Charter Foods N., LLC, No. 2:23-cv-00046 (E.D. Tenn.) (Lisa White and Mason LLP appointed Liaison Counsel June 7, 2024).

Heath v. Ins. Techs. Corp., No. 3:21-cv-01444 (N.D. Tex. Jan. 4, 2023) (Gary Mason appointed Class Counsel Mar. 21, 2022).

Heath v. Steel River Sys., LLC, No. 2023-LA-000006 (Ill. 15th Jud. Cir. Ct. Whiteside Cnty. Jan. 8, 2024) (Mason LLP appointed Class Counsel Aug. 25, 2023).

Hernandez v. Ne. Orthopedics & Sports Med., PLLC, No. 031353/2024 (N.Y. Sup. Ct. Rockland Cnty.) (Gary Mason appointed Co-Lead Counsel July 23, 2024).

Hodge v. AHS Mgmt. Co., Inc., No. 23-cv-01308 (M.D. Tenn.) (Gary Mason appointed Co-Lead and Lisa White appointed Liaison Counsel Mar. 15, 2024) (preliminary approval granted Oct. 9, 2024).

In re Adobe Sys. Inc. Priv. Litig., No. 5:13-cv-05226 (N.D. Cal. Aug. 14, 2015) (settlement requiring enhanced cybersecurity measures and audits) (Gary Mason appointed to Plaintiffs' Steering Committee Mar. 13, 2014).

In re Ambry Genetics Data Breach Litig., No. 8:20-cv-00791 (C.D. Cal. Mar. 6, 2023) (Gary Mason appointed to Plaintiffs' Steering Committee Aug. 24, 2020; $12 million settlement).

In re Central Ind. Orthopedics Data Incident Litig., No. 18C03-2203-PL-000026 (Ind. Cir. Ct. Delaware Cnty. Aug. 18, 2023) (Mason LLP appointed Class Counsel Apr. 24, 2023).

In re Dept. of Veterans Affs. (VA) Data Theft Litig., No. 1:06-cv-00506, MDL No. 1796 (D.D.C. 2009) (Co-Lead Counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a $20 million fund for affected veterans and a cy pres award for two non-profit organizations).

In re Flagstar Dec. 2021 Data Sec. Incident Litig., No. 4:22-cv-11385 (E.D. Mich.) (Danielle Perry appointed to Plaintiffs' Executive Committee May 24, 2023).

In re Google Buzz Priv. Litig., No. 5:10-cv-00672 (N.D. Cal. 2010) (court-appointed Lead Class Counsel; $8.5 million cy pres settlement).

In re Nations Direct Mortg., LLC Data Breach Litig., No. 2:24-cv-00595 (D. Nev.) (Ra Amen appointed Co-Lead Class Counsel Oct. 2, 2024).

In re NCB Mgmt. Servs., Inc. Data Breach Litig., No. 2:23-cv-1236 (E.D. Pa.) (Danielle Perry appointed to Plaintiffs' Steering Committee June 5, 2023).

In re Planet Home Lending, LLC Data Breach, No. 3:24-cv-00127 (D. Conn. Nov. 18, 2024) (Gary Mason appointed Co-Lead Counsel Mar. 1, 2024) (preliminary approval granted May 13, 2024).

In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig., No. 15-1393 (ABJ), MDL No. 2664, 266 F. Supp. 3d 1 (D.D.C. 2017) (Gary Mason appointed Interim Liaison Counsel Jan. 28, 2016; $63 million settlement fund granted Oct. 26, 2022).

In re Tift Reg'l Health Sys., Inc. Data Breach Litig., No. 2023CV0313 (Ga. Super. Ct. Tift Cnty.) (Gary Mason appointed Co-Lead Counsel Dec. 8, 2023).

Jackson-Battle v. Navicent Health, Inc., No. 2020-CV-072287 (Ga. Super. Ct. Bibb Cnty. Aug. 4, 2021) (data breach case involving 360,000 patients) (appointed Class Counsel Apr. 21, 2021).

K.B. ex rel. Blank v. East Tenn. Children's Hosp. Assoc., Inc., No. C2LA0081 (Tenn. Cir. Ct. Anderson Cnty. Dec. 19, 2023) (Mason LLP appointed Class Counsel July 7, 2023).

Kemp v. NorthStar Emerg. Med. Servs., Inc., No. 63-CV-2023-900249.00 (Ala. Cir. Ct. Tuscaloosa Cnty. June 5, 2024) (Mason LLP appointed Class Counsel Feb. 16, 2024).

Kenney v. Centerstone of America, Inc., No. 3:20-cv-01007 (M.D. Tenn. Aug. 2021) (settlement involving over 63,000 class members) (appointed Class Counsel May 7, 2021).

Klemm v. Md. Health Enters. Inc., No. C-03-CV-20-022899 (Md. Cir. Ct. Balto. Cnty. Dec. 2, 2021) (appointed Class Counsel Aug. 12, 2021).

Krenk v. Murfreesboro Med. Clinic & SurgiCenter, No. 75CCI-2023-CV-81005 (Tenn. 16th Jud. Dist. Cir. Ct. Rutherford Cnty.) (Danielle Perry appointed to Plaintiffs' Executive Counsel Committee Sept. 19, 2023).

Lawless v. D.C. Health Benefit Exchange Auth., No. 2023-CAB-001569 (D.C. Super. Ct.) (Gary Mason appointed Co-Lead Counsel July 13, 2023 in *Suhr* Action, No. 1:23-cv-00694 (D.D.C.)) (preliminary approval granted Nov. 13, 2024).

Lee v. Tex. Ear, Nose & Throat Specialists, PLLC, No. 202184322 (Tex. 113th Jud. Dist. Ct. Harris Cnty. Dec. 7, 2023) (Gary Mason and Danielle Perry appointed Class Counsel June 7, 2023).

Martinez v. NCH Healthcare Sys., Inc., No. 2020-CA-000996 (Fla. 20th Jud. Cir. Ct. Collier Cnty. Oct. 5, 2021) (appointed Class Counsel June 21, 2021).

Morales v. Cano Health LLC, No. 2020-013998-CA-01 (Fla. 11th Jud. Cir. Ct. Miami-Dade Cnty. Nov. 16, 2021) (appointed Class Counsel Aug. 19, 2021).

Mowery v. Saint Francis Healthcare Sys., No. 1:20-cv-00013-SRC (E.D. Mo. Dec. 2020) (Gary Mason appointed Class Counsel Aug. 17, 2020).

Nelson v. Idaho Cent. Credit Union, No. CV03-20-00831 (Idaho 6th Jud. Dist. Ct. Bannock Cnty. June 1, 2021) (appointed Class Counsel Jan. 19, 2021).

Nierman v. Schneck Med. Ctr., No. 36D01-2206-CT-000013 (Ind. Super. Ct. Jackson Cnty. Aug. 23, 2023) (Gary Mason appointed Co-Lead Counsel Aug. 18, 2022).

North v. Hunt Mem'l Hosp. Dist., No. 89642 (Tex. 196th Jud. Dist. Ct. Hunt Cnty. Dec. 17, 2021) (appointed Class Counsel Apr. 26, 2021).

Pascute v. Amotec, Inc., No. CV23975539 (Ohio C.P. Ct. Cuyahoga Cnty. Feb. 22, 2024) (Danielle Perry appointed Class Counsel Nov. 3, 2023).

Payton v. Fam. Vision of Anderson, P.A., No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (Danielle Perry appointed Co-Lead Counsel Sept. 11, 2023).

Pessia v. Warren Gen. Hosp., No. 501 (Pa. 37th Jud. Dist. Ct. Warren Cnty.) (Danielle Perry appointed Co-Lead Class Counsel Jan. 29, 2024).

Phillips v. Bay Bridge Admins., LLC, No. 1:23-cv-00022 (W.D. Tex. July 30, 2024) (Gary Mason appointed to Plaintiffs' Interim Executive Committee Apr. 24, 2023).

Rasmussen v. Uintah Basin Healthcare, No. 2:23-cv-00322 (D. Utah) (Danielle Perry appointed Co-Lead Counsel June 16, 2023).

Richardson v. Overlake Hosp. Med. Ctr., No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty. Sept. 10, 2021) (data breach class action involving approximately 109,000 individuals) (Danielle Perry appointed Class Counsel June 11, 2021).

Rodriguez v. Mena Reg'l Health Sys., No. 2:23-cv-02002 (W.D. Ark.) (Danielle Perry appointed Co-Lead Counsel Apr. 20, 2023) (preliminary approval pending).

Rohrer v. Oak Valley Hosp. Dist., No. CV-23-005612 (Cal. Super. Ct. Stanislaus Cnty.) (Danielle Perry appointed Co-Lead Counsel Nov. 14, 2023) (preliminary approval granted July 16, 2024).

Sharber v. FMC Servs., LLC, No. 111219-D-CV (Tex. 320th Jud. Dist. Ct. Potter Cnty.) (Gary Mason appointed Co-Lead Counsel Nov. 16, 2022).

Stinson v. Yum! Brands, Inc., No. 3:23-cv-00183 (W.D. Ky.) (Gary Mason appointed Co-Lead Counsel June 6, 2024).

Toussaint v. HanesBrands, Inc., No. 1:22-cv-00879 (M.D.N.C.) (Gary Mason appointed Class Counsel Nov. 5, 2024) (preliminary approval granted Nov. 5, 2024).

Tucker v. Marietta Area Health Care, No. 2:22-cv-00184 (S.D. Ohio Dec. 7, 2023) (Gary Mason appointed Co-Lead Counsel Dec. 9, 2022).

Vasquez v. Our Lady of the Lake Univ. of San Antonio, No. 2023CI07981 (Tex. 73d Jud. Dist. Ct. Brexar Cnty. Nov. 1, 2024) (Gary Mason appointed Class Counsel July 11, 2024).

Watkins-Fields v. SSS Educ., Inc., No. 2:23-cv-23154 (D.N.J. Sept. 12, 2024) (Gary Mason appointed Co-Lead Counsel June 27, 2024).

Woods v. Albany ENT & Allergy Servs., P.C., No. 904730-23 (N.Y. Sup. Ct. Albany Cnty. Oct. 11, 2024) (Danielle Perry appointed Co-Lead Counsel July 10, 2023).

EXHIBIT 4

WUCETICH KOROVILAS

About the Firm

Wucetich & Korovilas LLP is a boutique law firm based in the South Bay area of Los Angeles. The firm focuses on complex civil litigation, focusing primarily on plaintiff side consumer and employment class actions. The founding partners of Wucetich & Korovilas LLP each worked for years in large law firm practices at Pillsbury Winthrop and Orrick Herrington & Sutcliffe before venturing into the smaller law firm model.

- ***Efficient Excellence***
- ***A Client Focus***
- ***A California Firm***

Since its founding in 2010, the firm has secured over $200 million worth of relief on behalf of clients in cases ranging from individual employment disputes to nationwide data privacy and employment class actions. The firm's attorneys have been certified as class action counsel in dozens of class action cases protecting the rights of hundreds of thousands of California consumers and employees.

A representative sample of cases in which Wucetich & Korovilas LLP has served as Lead or Co-Lead Class Counsel include:

a. *Rohrer v. Oak Valley Hospital District*, Stanislaus County Superior Court Case No. CV-2023-005612 (consumer class action data breach, case pending);

b. *Cain v. CGM, LLC*, U.S. District Court, N.D. Ga., Case No. 1:23-cv-02604-SEG (consumer class action data breach, case pending)(Executive Committee);

c. *Contreras v. Door Components, Inc.*, San Bernardino Superior Court Case No. CIVSB-2313668 (consumer class action data breach, case pending);

d. *McCarthy v. Ventura County Credit Union*, Ventura County Superior Court Case No. 2023 CUPP011569 (consumer class action data breach, case pending);

e. *Martinez v. Valex Corp.* Ventura County Superior Court Case No. 56-2022-00572595-CU-NP-VTA (consumer class action data breach case, settlement approved);

f. *Owens v. Smith, Gambrell & Russell Int'l, LLP*, Case No. 2:23-cv-01789-JAK-

JDE (C.D. Cal.) (consumer class action data breach case, pending);

g. *Muller et al. v. PepsiCo, Inc. et al.*, San Francisco Superior Court Case No. CGC-22-597909 and *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y.) (employment class action cases stemming from UKG cybersecurity incident, successfully settled);

h. *In re Neutron Wage & Hour Cases*, JCCP Case no. 5044, San Francisco Superior Court Case No. 21-CJC-005044 (employment class action and PAGA claims, successfully settled);

i. *Shenkman v. Tesla, Inc.*, Alameda Superior Court Case No. RG21102833 (certified class counsel in consumer class action case, pending);

j. *In re DirecTV Wage and Hour Cases*, JCCP Case No. 4850 (Santa Clara Superior Court) (lead case No. 1-14-CV-274709) (employment class action and PAGA claims, successfully settled);

k. *Habelito v. Guther-Renker LLC*, Case No. BC499558 (Los Angeles Superior) (certified consumer class action case, successfully settled);

l. *Payless Wage and Hour Cases*, JCCP Case No. 4699 (Los Angeles Superior Court) (employment class action, successfully settled);

m. *Bernardino, et al. v. NCS Pearson, Inc.*, Case No. CIVDS1511972 (San Bernardino Superior Court) (employment class action, successfully settled);

n. *Ledterman v. James Perse Enterprises*, Case No. BC480530 (Los Angeles Superior) (consumer class action case, successfully settled);

o. *Stathopoulos v. Retail Brand Alliance, Inc. d/b/a Brooks Brothers*, Case No. BC462887 (Los Angeles Superior Court) (consumer class action case, successfully settled);

p. *Adjamian v. Sunglass Hut Trading LLC, et al.* Case No. 30-2011-00451217-CU-BT-CXC (Orange County Superior) (consumer class action case, successfully settled);

q. *Kassabian v. Orlando Bathing Suit, LLC, et al.*, Case No. BC489562 (Los

Angeles Superior Court) (§ 1747.08 class action case, successfully settled);

r. *Owen v. L'Occitane, Inc., et al.*, Case No. BC 491880 (Los Angeles Superior Court) (§ 1747.08 class action case, successfully settled);

s. *Arechiga v. American Rag Compagnie, et al.*, Case No. BC491879 (Los Angeles Superior Court) (§ 1747.08 class action case, successfully settled);

t. *Hoonanian v. Crocs, Inc.*, Case No. BC491878 (Los Angeles Superior) (§ 1747.08 class action case, successfully settled);

u. *Baghdassarian et al. v. Nordstrom, Inc.*, Case No. BC448357 (Los Angeles Superior) (consumer class action, successfully settled);

v. *Wolff v. Hyatt Corporation et al.*, Case No. 10CV7266 (C.D. Cal.) (civil rights class action case, successfully settled).

WUCETICH KOROVILAS

Attorney Bio – Jason Wucetich

Jason Wucetich is a founding partner of Wucetich & Korovilas LLP. He earned his bachelor's degree in economics and political science from Stanford University and his jurisdoctor degree from the University of California, Davis. Mr. Wucetich served two years on the U.C. Davis Law Review and began his practice at two internationally renowned law firms in Los Angeles.

Mr. Wucetich has represented both plaintiffs and defendants in a variety of matters for clients that include Fortune 100 and 500 companies. He appears regularly in state and federal court and has extensive experience in general business and complex commercial litigation in the areas of consumer class action, data breach, employment, civil rights, breach of contract, fraud, real estate, breach of fiduciary duty, and intellectual property, among others.

Mr. Wucetich has extensive, first-hand trial experience and is well trained in all aspects of litigation from pre-filing research and strategy through verdict. He has first-chaired five jury trials and second-chaired five jury and bench trials. In addition, he has litigated more informally thorough mediation, arbitration, and other alternative dispute resolution programs. Mr. Wucetich is also a graduate of the Los Angeles County Bar Association's Trial Advocacy Project. As part of the TAP Program, Mr. Wucetich served as a volunteer prosecutor in the Los Angeles City Attorney's office.

Before attending law school, Mr. Wucetich participated in the Jesse Marvin Unruh Assembly Fellowship in Sacramento where he was a legislative aide to Assemblyman Steven T. Kuykendall. Mr. Wucetich later played a role in Mr. Kuykendall's Congressional campaign in Los Angeles and became part of Mr. Kuykendall's federal staff upon his election to the House of Representatives.

jason@wukolaw.com

Education:

- Stanford University, B.A., Economics & Political Science
- University of California, Davis, School of Law, J.D.
- Articles Editor, *U.C. Davis Law Review*

Memberships:

- State Bar of California
- Los Angeles County Bar Association

Admitted in:

- California
- USDC, Cal. Southern
- USDC, Cal. Northern
- USDC, Cal. Central
- USDC, Cal. Eastern
- Fed. Court of Claims

WUCETICH KOROVILAS

Attorney Bio – Dimitrios V. Korovilas

Dimitri Korovilas is a founding partner of Wucetich & Korovilas LLP. He earned his bachelor's degree in economics, with honors, from the University of Chicago and received his jurisdoctor from the University of California, Davis, where he was elected by the faculty to the *Order of the Coif*. While at Davis, Mr. Korovilas was also the recipient of the Witkin awards for excellence in the study of real estate finance, evidence, and securities regulation. Mr. Korovilas previously practiced for a number of years in the Los Angeles office of a large, international firm.

Mr. Korovilas regularly appears in both state and federal courts and has litigated at both the trial and appellate levels. He has represented plaintiffs and defendants in all types of commercial cases, ranging from consumer class action, data breach, employment, civil rights, general breach of contract actions, to fraud, unfair competition, consumer protection, and employment disputes, among many other areas. His trial work includes representing the defendant in a products liability jury trial that resulted in a complete defense verdict, prosecuting a trade secrets case that proceeded through weeks of arbitration before reaching an amicable settlement, and representing the plaintiff in an antitrust case that resolved by way of an $18 million stipulated judgment on the eve of trial.

.In 2004, Mr. Korovilas externed for the Hon. David F. Levi, chief judge of the United States District Court for the Eastern District of California. Mr. Korovilas is also the author of a published academic article on constitutional law issues, which has been cited by both a federal court and a leading treatise.

dimitri@wukolaw.com

Education:

- University of Chicago, B.A., Economics
- University of California, Davis, School of Law, J.D.
- Senior Articles Editor, *U.C. Davis Law Review*

Memberships:

- State Bar of California
- Los Angeles County Bar Association
- Hellenic Law Society

Admitted in:

- California
- USDC, Cal. Southern
- USDC, Cal. Northern
- USDC, Cal. Central
- USDC, Cal. Eastern
- Fed. Court of Claims