

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH
LITIGATION

Case No.: 1:25-cv-02274

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

Plaintiffs Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler, individually and behalf of others similarly situated, hereby file their Unopposed Motion for Preliminary Approval of Class Action Settlement, requesting the Court enter an order:

1. Preliminarily approving the Settlement described in the Settlement Agreement¹ between Plaintiffs and Defendant, and the attachments thereto (including the Benefits Plan, Claim Form, Short Form Notice, Long Form Notice, Preliminary Approval Order, and Final Approval Order) as fair, reasonable, and adequate;
2. Provisionally certifying the Settlement Class pursuant to Federal Rules of Civil Procedure 23 for settlement purposes only;
3. Approving the Notice Program set forth in the Settlement Agreement, including the form and content of the Notices attached to the Settlement Agreement as Exhibits E and F;
4. Designating Plaintiffs as Settlement Class Representatives;

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

5. Appointing Gary Klinger of Milberg, PLLC, Tyler Bean of Siri & Glimstad, LLP, James Pizzirusso of Hausfeld LLP, Gary E. Mason of Mason LLP, and James P. Ulwick of Kramon & Graham as Class Counsel;

6. Appointing Eisner Advisory Group, LLC as Settlement Administrator;

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

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

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

10. Scheduling a Final Approval Hearing, at which the Court will conduct an inquiry into the fairness of the Settlement, Final Approval of the Settlement, and consideration of Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards for the Class Representatives.

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

Defendant does not oppose the relief requested in this Motion.

Dated: January 30, 2026

Respectfully submitted,

/s/ Gary M. Klinger

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CERTIFICATE OF SERVICE

I hereby certify that on January 30, 2026, I electronically filed the foregoing document using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Gary M. Klinger

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

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**MEMORANDUM IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
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I. INTRODUCTION

This case arises from a Data Security Incident that Plaintiffs¹ allege compromised the security of their Private Information. After extensive arms-length negotiations, the Parties have negotiated a \$2,400,000.00 non-reversionary common fund Settlement that provides significant relief for the Settlement Class Representatives and the Settlement Class.

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

II. CASE SUMMARY

A. Background

Defendant Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”), based in Linthicum Heights, Maryland, operates a network of dermatological clinics that offers a wide variety of medical, surgical, and cosmetic dermatology treatments. *see* Amended Consolidated Class Action Complaint, ECF 32 ¶ 2. Defendant serves thousands of patients in the Mid-Atlantic and Southeastern regions *Id.* Plaintiffs and Settlement Class Members were patients of Defendant’s and other persons who interfaced with Defendant’s website.

Between February 14, 2025, and May 13, 2025, cybercriminals gained unauthorized access to certain of Defendant’s systems and allegedly viewed and/or exfiltrated the Private Information of approximately 1,905,338 Settlement Class Members. The Private Information exposed in the Data Security Incident included Personal Health Information (“PHI”) and Personally Identifiable Information (“PII) pertaining to AAD patients.

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

Thereafter, Defendant began mailing notification letters to potentially affected individuals on July 11, 2025.

B. Procedural Posture

On July 14, 2025, Plaintiff Natalia Correa filed the first class action complaint against Defendant in the United States District Court for the District of Maryland.² Following the filing of Plaintiff Correa’s complaint, Defendant was named as a defendant in 20 other actions in the District of Maryland that arose out of the same Data Security Incident (including one action transferred to the District of Maryland from the Northern District of Georgia). An action was also filed in the Circuit Court for Anne Arundel County, Maryland captioned *Tyler . nne rundel dermatology . . .*, No. C-02-CV-25-002625, filed on September 5, 2025 (the “State Action”) which was dismissed without prejudice on November 14, 2025.

To prosecute the matter with greater efficiency, Plaintiff Correa, along with the other Plaintiffs, filed a Motion to Consolidate Actions and Appoint Leadership and Executive Committee. ECF No. 7.³ On August 19, 2025, the Court consolidated the twenty-one (21) Actions and appointed Gary Klinger of Milberg, PLLC and Tyler Bean of Siri & Glimstad, LLP as interim co-lead class counsel, and Gary E. Mason of Mason LLP as interim liaison class counsel. ECF No. 14. On August 25, 2025, the Court further appointed James Pizzirusso of Hausfeld LLP as additional interim co-lead class counsel, and James P. Ulwick of Kramon & Graham as additional interim co-liaison class counsel. ECF No. 16.

On September 18, 2025, Plaintiffs filed their Consolidated Class Action Complaint against Defendant, bringing claims on behalf of a nationwide class for (1) negligence; (2) negligence *er*

² *Correa . nne rundel dermatology . . .*, No. 1:25-cv-02274.

³ Plaintiff Terri Wilson also filed a Motion to Consolidate Cases and requested that her counsel be appointed to Plaintiffs’ Executive Committee. Thomas A. Zimmerman, Jr. to Plaintiffs’ Executive Committee. ECF No. 12.

se; (3) breach of contract; (4) breach of implied contract; (5) unjust enrichment; (6) breach of fiduciary duty; (7) invasion of privacy/intrusion upon seclusion; and (8) declaratory judgment. The Consolidated Class Action Complaint also asserted a claim for violations of the Maryland Consumer Protection Act and Maryland Personal Information Protection Act on behalf of a Maryland Subclass. ECF No. 23. On December 12, 2025, an Amended Consolidated Class Action Complaint was filed to add the State Action Plaintiff, George Tyler, as a named plaintiff. ECF No. 32.

After the appointment of interim co-lead counsel, they and Defendant's counsel discussed the possible early resolution of the Litigation, which culminated in the Parties participating in a full-day mediation session conducted on October 29, 2025, by the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania. *ee* Joint Declaration of Class Counsel in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement ("Joint Decl.") attached hereto as **Exhibit 2**, ¶ 9. In preparation for the mediation, the Parties exchanged confidential information related to the issues in the Litigation and mediation position statements that permitted the Parties to assess the case and meaningfully engage in arm's length settlement discussions. *ee id.* ¶ 9.

During the mediation, the Parties exchanged additional information pertaining to the Settlement Class and Defendant's financial condition, which further informed their settlement discussions. *ee id.* ¶ 9. During the mediation, the Parties reached agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against Defendant that were or could have been asserted in the Actions. *ee id.* ¶ 12. Thereafter, the Parties drafted the Settlement Agreement. *ee id.*

C. The Settlement Negotiations

On October 29, 2025, the Parties participated in a full day mediation of this matter with Judge Welsh. Following a full day of negotiations with the assistance of Judge Welsh, the Parties reached an agreement, the terms of which are memorialized in the Settlement Agreement. *ee id.* ¶ 9. Thereafter, the Parties continued negotiations regarding the particular terms of the Settlement Agreement and associated exhibits.

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

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

The Settlement negotiated on behalf of the Settlement Class establishes a \$2,400,000.00 non-reversionary cash settlement fund, which will be used to pay for benefits (described below) to the Settlement Class Members, Notice and administration costs, Plaintiffs' Service Awards, and attorneys' fees and costs as awarded by the Court.

A. The Settlement Class

The Settlement Class includes approximately 1,905,338 individuals and is defined as "all persons in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before [December 9, 2025]." SA ¶ 1.33.

Specifically excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. *Id.*

B. The Settlement Benefits

i. Cash Payment A: Reimbursement of Documented Out-of-Pocket Losses

The first category of benefits provides Settlement Class Members the ability to make a claim for reimbursement of out-of-pocket losses up to \$5,000.00 per individual. *ee* SA Exhibit D (“Settlement Benefits Plan”) § 2(A)(i). To receive reimbursement, an out-of-pocket loss must: (1) be an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Security Incident; and (3) the loss occurred between December 21, 2022, and the close of the Claims Period. The categories of reimbursable out-of-pocket losses include: (a) Unreimbursed fraud suffered; (b) Long distance telephone charges; (c) Cell phone minutes (if charged by the minute); (d) Internet usage charges (if charged by the minute or incurred solely as a result of the data incident); (e) Credit monitoring or fraud resolution services purchased after the Data Security Incident; (f) Costs of credit reports; (g) Bank or other financial institution charges incurred as a result of the Data Security Incident; or (h) Other losses directly and reasonably incurred as a result of the Data Security Incident.

ii. Cash Payment B: Alternative Pro Rata Cash Payment

In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a cash payment in the estimated amount of \$100.00. *ee* Settlement Benefits Plan § 2(A)(ii).

All Approved Claims for Alternative Pro Rata Cash Payments (Cash Payment B) will be subject to a *pro rata* increase or decrease from the estimated \$100.00 amount after payment for Approved Claims for Documented Out-of-Pocket Losses (Cash Payment A), any Service Awards awarded to Settlement Class Representatives, any attorneys' fees and costs awarded to Settlement Class Counsel, and all Costs of Notice and Administration. *ee id.* § 3. Any *pro rata* increases or decreases to Cash Payment B will be on an equal percentage basis. *ee id.*

iii. Medical Data Monitoring

In addition to the Cash Payments, Settlement Class Members may also elect to enroll in credit monitoring and identity theft protection services. *ee id.* at §2(B). All Settlement Class Members are eligible to enroll in three (3) years of free medical data monitoring, specifically CyEx Medical Shield Complete, which includes the following features: (i) real time monitoring of the credit file at one bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible) up to \$1,000,000.00; and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.* All Settlement Class Members are eligible for medical data monitoring, regardless of whether the Settlement Class Member submits a claim for Cash Payment A or B.

C. Notice

The Parties agreed to engage Eisner Advisory Group (“EAG”) as the Claims and Settlement Administrator, subject to Court approval. Within ten (10) days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List of all known Settlement Class Members. SA ¶ 9.1. The Class List shall include the same individuals whom Defendant notified in connection with the Data Security Incident. *Id.*

The Settlement Administrator shall cause Notice to be disseminated to all Settlement Class Members within thirty (30) days after Defendant’s provision of the Class List to the Settlement Administrator. *Id.* ¶ 1.19. The Short Form Notice (also referred to as “Email Notice”) is clear and concise, and will advise Settlement Class Members of the allegations asserted in the Action, how to file a claim, how to exclude themselves from the Settlement, how to object to the Settlement, and of the Settlement Website. *ee id.* ¶ 9.2(a); *see also* Exhibit E to the SA. In addition to the individual direct notice to all Settlement Class Members, the Settlement Administrator will establish and maintain a dedicated Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and Defendant’s Counsel mutually agree to post, or that the Court orders posted, on the Settlement Website. *ee SA* ¶ 1.38. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. *Id.* The Long Form Notice, available at the Settlement Website, is the detailed notice that will include robust information about the Settlement. *ee Exhibit F to the SA.* The Settlement Website will also provide Settlement Class Members with the ability to submit a Claim Form electronically. *ee SA* ¶ 9.2(c). The Settlement Administrator will also establish and maintain a toll-free help line for Settlement Class Members to call with Settlement-related inquiries and to answer questions from Settlement Class Members who call or otherwise communicate such inquiries timely. *ee id.* ¶ 8.2(d)

The cost of providing Notice and claims administration will be paid from the Settlement Fund.

D. Claims, Exclusions and Objection Procedures

The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim or decide to opt out of or object to the Settlement. *ee* Joint Decl. ¶ 14.

i. Claims

Settlement Class Members will have a ninety (90) day period following the Notice Deadline, within which all claims filed by Settlement Class Members must be either (a) submitted online or (b) sent by mail and postmarked. *ee* SA ¶ 1.8. The Claim Form, attached to the Settlement Agreement at Exhibit A, is written in plain language to facilitate Settlement Class Members' ease in completing it. *ee* Exhibit A to the SA. Claim Forms can be submitted either online through the Settlement Website or mailed and postmarked. *Id.* ¶¶ 1.7-1.8.

ii. Exclusions

A Settlement Class member may opt-out of the Settlement Class by notifying, in writing, the Settlement Administrator of their intent to exclude themselves from the Settlement. *ee id.* ¶ 10.1. Such written requests for exclusion must be postmarked no later than the Opt Out Deadline, which is sixty (60) days after the Notice Deadline. *ee id.* ¶ 1.21. The written request for exclusion must include: the name of this litigation or a decipherable approximation, *i.e. In re nne rundel ata rea Litigation*, No. 1:25-cv-022743-GLR (D. Md.); the full name, address, and telephone number of the Settlement Class Member; or the full name, address, telephone number, relationship, and signature of the Settlement Class Member or of any individual acting on behalf of the Settlement Class Member; and the words "Opt-Out" or "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

Id. ¶ 10.1. Any member of the Settlement Class who elects to be excluded in a timely manner shall not be bound by the Settlement.

iii. Objections

The Notice shall include a procedure for Settlement Class Members to object to the Settlement, Class Counsel's request for attorneys' fees, and expenses, and/or the application for Service Awards. *ee id.* ¶ 11.1. Objections to the Settlement, Class Counsel's request for Attorneys' Fees and Expenses and/or to the application for Service Award must be filed electronically with the Court or mailed to the Clerk of the Court. Objections must be: (a) filed by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court at the address listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. *Id.* Each Settlement Class Member desiring to object to the Settlement shall submit a timely written notice of his or her objection. *Id.* The Objection Deadline is sixty (60) days after the Notice Deadline. *ee id.* ¶ 1.20. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

E. Service Awards, Fees, and Costs

The settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service awards to the Settlement Class Representatives until after the substantive terms of the settlement had been agreed upon. *ee* Joint Decl. ¶ 16.

The Settlement Agreement calls for a reasonable Service Award to Settlement Class Representatives in the amount of \$1,500.00 per Settlement Class Representative. SA ¶ 6.1. The Settlement Agreement permits Plaintiffs' Counsel to submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the

Litigation. *ee id.* ¶ 6.2. The Service Awards, as well as attorneys' fees and costs will be paid from the non-reversionary Settlement Fund.

F. Release

The release in this case is tailored to the claims that were or could have been pled relating to Defendant's alleged data and cybersecurity practices, including those that allegedly contributed to the Data Security Incident. *ee generally* SA ¶¶ 14.1-14.4. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release all claims against Defendant that were or could have been asserted in the Actions, including but not limited to all claims related to the Data Security Incident.

IV. LEGAL STANDARD

Class action settlements must be approved by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. "Federal Rule 23(e) has been applied and analyzed thoroughly in reported decisions of Maryland's federal district courts and the Fourth Circuit, as well as nationally." *en er . olage*, 226 Md. App. 670, 683 (2016) (citing *erry . ulman*, 807 F.3d 600 (4th Cir.2015); *In re i yLu e e . Litig.*, 927 F.2d 155 (4th Cir.1991)); *linn . MC Cor .*, 528 F.2d 1169 (4th Cir.1975); *In re Mid tlanti oyota ntitrust Litig.*, 564 F. Supp. 1379 (D.Md.1983); *In re Montgomery Cty. eal state ntitrust Litig.*, 83 F.R.D. 305 (D.Md.1979).

In determining whether to grant approval to a settlement, the Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual or Com le Litigation ourt* , § 21.632 (4th ed. 2004). The approval process involves two steps. At the first, or preliminary approval stage, the Court need only find that the settlement is within "the range of possible approval" and warrants notice being issued to the class. *orton . Merrill Lyn ier e enner mit* , 855 F. Supp. 825, 827 (E.D.N.C. May

6, 1994) (citing *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)). This first step involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Id.*; *Manual or Complex Litigation*, § 30.41 (3d ed. 1995).

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

Settlement by compromise is a part of strong judicial policy in the Fourth Circuit favoring resolution prior to trial. *See e.g. C. at l an . tone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) (“[t]he voluntary resolution of litigation through settlement is strongly favored by the courts”). Settlement spares litigants the uncertainty, delay, and expense of a trial and appeals, while simultaneously reducing the burden on judicial resources. *Id.* at 1423.

V. ARGUMENT

A. The Settlement Class Should be Preliminarily Certified.

Prior to granting preliminary approval of a proposed settlement, the Court should first determine whether the proposed Settlement Class is appropriate for certification for settlement purposes. *See Manual or Complex Litigation*. Sec. 21.632 (4th Ed. 2013) *mem rods. In . . indsor*, 521 U.S. 591, 620 (1997). Class certification is proper if the proposed class, proposed class representative, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 23(a). Fed. R. Civ. P. 23(a). Additionally, a plaintiff must demonstrate that common questions of law or fact predominate over individual

issues and that a class action is superior to other methods of adjudicating the claim. Fed. R. Civ. P. 23(b)(3); *Mechem*, 521 U.S. at 615-16.

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

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

In re *...*, No. 2:18-MN-2873-RMG, 2024 WL 489326, at *9 (D.S.C. Feb. 8, 2024); *see also* *...*, 334 F.R.D. 637, 651 (D.N.H. 2020) (“[T]he proposed settlement will obviate the need to litigate this individualized issue and therefore manageability concerns do not undermine a finding of predominance”) (citing *In re Hyundai Kia Vehicle*, 926 F.3d 539, 558 (9th Cir. 2019)); *In re Cmty. ... Virginia*, 418 F.3d 277, 306 (3d Cir. 2005) (“The existence of an individual

inquiry does not preclude class action treatment where all class members face the necessity of proving the same fraudulent scheme,” particularly “in a settlement-only class action, where the court certifying the class need not examine issues of manageability.”) (citing cases).

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

i. The Proposed Class is Sufficiently Numerous

The first requirement of Rule 23(a) is that the class be so numerous that joinder of all members is impracticable. While whether the numerosity requirement is met depends on a court’s practical judgment on a given case, here the 1,905,338 individuals are clearly so numerous as to render joinder impracticable. *see e.g. In re American Express Cardholders’ Data Breach Litig.*, 179 F.R.D. 492, 497 (D. Md. 1998) (noting “courts find classes of at least 40 members sufficiently large to satisfy the impracticability requirement”); *In re Titanium Bio-Ident Trust Litig.*, 284 F.R.D. 328, 337 (D. Md. 2012) (finding a class of 700 satisfied the numerosity requirement). Thus, the Class here is sufficiently numerous to warrant certification under Rule 23(a)(1).

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

Commonality requires the plaintiff to demonstrate that the class members have suffered the same injury such that all their claims “can productively be litigated at once.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-350 (2011) (internal citations omitted). This requires that the

determination of the common question “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 350 “Even a single common question will do.” *Id.* at 359 (internal quotations omitted).

Courts have previously addressed this requirement in the context of data breach class actions and found it readily satisfied. *In re ui a* 2020 WL 256132 *11 (citing *In re t e ome e ot In . Customer ata e . rea Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016)) (finding that multiple common issues center on the defendant’s conduct, satisfying the commonality requirement); *In re nt em ata rea Litig.*, 327 F.R.D. 299, 308 (N.D. Cal. 2018) (noting that the data breach complaint contains a common contention capable of class-wide resolution—one type of injury claimed to have been inflicted by one actor in violation of one legal norm).

Here, the commonality standard is clearly met as the injuries alleged by Plaintiffs and the Settlement Class arose out of a singular occurrence: the Data Security Incident experienced by Defendant between February 14, 2025, and May 13, 2025. Plaintiffs have asserted multiple questions of law and fact common to the Settlement Class. These questions include, but are not limited to; whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to protect the Private Information compromised in the Data Security Incident; whether Defendant knew or should have known that its data security systems and monitoring processes were deficient; whether Defendant owed a duty to Settlement Class Members to safeguard their Private Information; and whether Defendant breached that duty.

As in other data breach cases, these common issues all center on Defendant’s conduct, or other facts and law applicable to all class members, thus satisfying the commonality requirement. *ee e.g. In re Country ide in. Cor . Cust. ata e . rea Litig.*, No. 3:08-MD-01998, 2009

WL 5184352, at *3 (W.D. Ky. Dec. 22, 2009) (“All class members had their Personal Information stored in Countrywide’s databases at the time of the data breach”); *In re Heartland Payment Sys.*, 851 F. Supp. 2d at 1059 (“Answering the factual and legal questions about Heartland’s conduct will assist in reaching class wide resolution.”). Thus, commonality is readily demonstrated.

iii. Plaintiffs’ Claims and Defenses are Typical of the Class

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

This requirement is readily satisfied in data breach cases like this one. The Settlement Class Representatives’ claims are typical of other Settlement Class Members because they arise from the same Data Security Incident and involve the same overarching legal theories. *ee e.g. uia* , 2020 WL 256132, at *12. Plaintiffs’ Counsel has confirmed this through analysis of the facts surrounding the Data Incident based on information provided to them prior to mediation.

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

“The adequacy inquiry . . . serves to uncover conflicts of interest between named parties and the class they seek to represent.” *m em*, 521 U.S. at 625. Neither the proposed Settlement Class Representatives nor their counsel have any interests antagonistic to the proposed Settlement Class. Proposed Class Counsel as set forth below are abundantly qualified and experienced in

leading class cases efficiently and effectively and have the support of all counsel of record, thus satisfying the adequacy requirement. *ee generally* Joint Decl.

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

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

Predominance: Rule 23(b)(3)’s predominance requirement tests whether a proposed class is “sufficiently cohesive to warrant adjudication by representation.” *m em*, 521 U.S. at 623. The predominance inquiry measures the relative weight of the common questions as against individual ones. *Id.* at 624. “If the ‘qualitatively overarching issue’ in the litigation is common, a class may be certified notwithstanding the need to resolve individualized issues.” *outter . ui a In o. er s. LLC*, 307 F.R.D. 183, 214 (E.D. Va. 2015) (citing *aly . in erton Go t er s.*, 514 F. App’x 299, 305 (4th Cir. 2013)). Common liability issues often predominate where class members “all assert injury from the same action.” *Gray . earst Comm ns In .*, 444 F. App’x 698, 701–02 (4th Cir. 2011); *see also tillmo . eis Mar ets In .*, 385 F. App’x 267, 273 (4th Cir. 2010) (finding common issues predominated where class members were exposed to “the identical risk of identity theft in the identical manner by the repeated identical conduct of the same defendant.”).

Here, as in other data breach cases, common questions predominate because all claims arise out of a common course of conduct by Defendant. *ee e.g. ui a*, 2020 WL 256132, at *13; *In re nt em*, 327 F.R.D. at 311-16; *a a . CareCentri In .*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (finding predominance satisfied in a data breach case, stating “[t]he many

common questions of fact and law that arise from the E-mail Security Incident and [Defendant's] alleged conduct predominate over any individualized issues"); *In re e-commerce.com Customer Data Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (finding common predominating questions included whether Home Depot failed to reasonably protect class members' personal information, whether it had a legal duty to do so, and whether it failed to timely notify class members); *In re Heartland*, 851 F. Supp. 2d at 1059 (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class). The focus on a defendant's security measures in a data breach class action "is the precise type of predominant question that makes class-wide adjudication worthwhile." *In re Intem*, 327 F.R.D. at 312.

Superiority: "[T]he purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy . . ." 7A Charles Wright, Arthur Miller & Mary Kay Kane, FEDERAL PRACTICE AND PROCEDURE § 1779 (3d ed. 2005). Litigating the same claims of nearly two million people through individual litigation would be inefficient compared to resolving them under the umbrella of a single case. Thus, superiority is established. *See In re Aia*, 2020 WL 256132, at *14; *In re Intem*, 327 F.R.D. at 315-16.

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

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

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

After determining that certification of the Settlement Class is appropriate, the Court must determine whether the Settlement Agreement itself is worthy of preliminary approval and of providing Notice to the Settlement Class. The primary concern in class action settlement approval is the protection of class members whose rights may not have been given adequate consideration during the settlement negotiations. *In re i y Lu e e . Litig.*, 927 F.2d at 158-59. Approval of a class action settlement is committed to the “sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances.” *In re Mi ro strategy In . e . Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001). However, “there is a strong initial presumption that the compromise is fair and reasonable.” *.C. at l an* , 139 F.R.D. at 339.

In the Fourth Circuit, there are two parts to the analysis in determining whether to approve a class action settlement: (1) adequacy—whether the Class recovery is adequate in comparison to what the class gives up; and (2) fairness—whether the procedure by which the settlement was negotiated was proper.⁴ *In re i y Lu e e . Litig.*, 927 F.2d at 158-159.

⁴ In the Fourth Circuit, the Rule 23(e)(2) analysis has been condensed into the two-step *i y Lu e e* test. *ee In re Lum er Li uidators C inese-Manu a tured looring rods. ales ra s. rods. Lia . Litig.*, 952 F.3d 471, 484

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

i. The Settlement is Adequate and Reasonable

In analyzing the adequacy of a proposed settlement, the Court can consider such factors as: (1) the relative strength of the case on the merits, (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial, (3) the expected duration and expense of additional litigation, (4) the solvency of the defendants and the probability of recovery on a litigated judgment, (5) and the degree of opposition to the proposed settlement.⁵ *See In re City of Luanda*, 927 F.2d at 159; *Clarke v. American Information Solutions Inc.*, 2004 WL 256433 (D.S.C. 2004).

The first three *City of Luanda* Factors are closely related, and weigh in favor of Settlement approval. The Settlement provides Settlement Class Members real relief for harms and protection from risk of future harm. The Settlement Fund established here ensures that Settlement Class Members can receive substantial relief by filing a claim. Settlement Class Members who submit valid claims are eligible to receive either a reimbursement payment for up to \$5,000.00 in documented losses resulting from the Data Security Incident or an alternative cash payment in the estimated amount of \$100.00, subject to *pro rata* adjustments from the Settlement Fund. Settlement Benefits Plan § 2(A)(i-ii). Additionally, Settlement Class Members may elect to enroll

(4th Cir. 2020) (“[B]ecause our factors for assessing class action settlement almost completely overlap with the new Rule 23(e)(2) factors, the outcome ... would be the same under both our factors and the Rule’s factors.”).

⁵ The degree of opposition to the Settlement is best measured *a ter* notice has issued to the Class.

in three (3) years of free medical data monitoring, specifically CyEx Medical Shield Complete *Id.* § 2(B). Medical Shield monitoring at the level agreed to in the Settlement Agreement costs an individual consumer \$538.20 over the same period.⁶

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

While Plaintiffs and Class Counsel strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially case-dispositive defenses, which Plaintiffs would have to overcome to achieve a successful outcome through trial and subsequent appeals. Defendant has denied and continues to deny all liability alleged in the Action, maintaining that it has meritorious defenses to the claims alleged therein.

Particularly at the motion to dismiss stage, Plaintiffs and their Counsel would be faced with many hurdles and for which courts have routinely struck down similar claims within the data breach context. *ee e.g. e . M onald*, 848 F.3d 262 (4th Cir. 2017) (Plaintiffs failed to show U.S. Const. Article III standing because there was no showing of an impending threatened harm of future identity theft and no showing of a substantial risk that harm would occur that would

⁶ *ee* <https://cyex.com/medical-shield/>. Here, because the Settlement will provide these monitoring services to a large number of individuals, Plaintiffs negotiated to receive discounted bulk pricing, thereby substantially reducing the cost to be paid from the Settlement Fund.

prompt a party to reasonably incur mitigation costs); *see also* *tamat*. *Grandi io il ins Little Matt e s LL*, 2022 WL 3919685, at *6 (D. Md. Aug. 31, 2022) (granting motion to dismiss when Plaintiffs failed to allege concrete harms resulting from the data breach to confer Article III standing.); *In re Marriott Int'l In . Customer ata e . rea Litig.*, 440 F. Supp. 3d 447, 467 (D. Md. 2020) (finding traceability requirements of Article III satisfied only after Plaintiff offered a lengthy and in-depth expert report explaining the connection between the breach and harm caused to Plaintiffs).

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

Plaintiffs strongly dispute the defenses it anticipates Defendant would likely assert if the litigation were to continue, but it is obvious that their success at or before trial is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members gain significant relief without facing further risk of not receiving any relief at all.

ii. The Settlement is Fair.

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

Here, the Settlement is the result of intensive, arms'-length negotiations through a neutral third-party mediator, and between experienced attorneys who are familiar with class action litigation and with the legal and factual issues in these cases. Joint Decl. ¶ 15. Before discussing potential settlement, the Parties completed an extensive investigation and exchanged confidential information related to the issues in the lawsuit and mediation position statements that allowed the Parties to assess the case and meaningfully engage in arm's-length settlement discussions. *ee id.*

9-11. This helped the Parties fully understand the claims, defenses, and risks of continued litigation. *ee id.* 9. The Settlement Agreement is the result of prolonged and serious arms'-length negotiations between counsel for the Parties, who fought hard for the interests of their respective clients. *ee id.* ¶ 15. As such, and because there are no obvious deficiencies, it meets the requirement of fairness.

C. The Proposed Settlement Administrator Will Provide Adequate Notice.

The court has complete discretion in determining what constitutes a reasonable notice scheme, both in terms of how notice is given and what it contains. 7B Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE § 1797.6 (3d ed. 2006). Due process requires provision of the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. *ee Fed. R. Civ. P. 23(c)(2)(B)*. The

best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.* 339 U.S. 306, 314 (1950). Such Notice should be individual, where class members can be identified through reasonable effort. *In re: Carlisle and auelin*, 417 U.S. 156, 173 (1974).

The Notice provided for by the Settlement Agreement is designed to be the best practicable and to meet all the criteria set forth by the Manual for Complex Litigation. *see* Exhibits E and F to SA. Specifically, the Notice plan provides for direct and individual notice to be provided to all Settlement Class Members via email, using the contact information provided by Defendant to the Settlement Administrator. SA ¶¶ 1.19, 9.1, 9.2(a). Before emailing the Notice, the Settlement Administrator will update each Settlement Class Member’s email address through a reliable service of the Settlement Administrator’s choosing that is consistent with its customary business practices. *see id.* ¶ 9.2(b). If any email Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-email one additional time to the new email address. *see id.* For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will make reasonable efforts to locate an updated email address, and, where such an address is found, will re-email the Notice to the updated address. *see id.*

In addition to the individual direct notice provided, the Settlement Administrator will establish and maintain a dedicated Settlement Website that will include information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and Defendant’s Counsel mutually agree to post, or that the Court orders posted, on the Settlement Website. *see id.* ¶ 1.38.

Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. *ee id.* The Settlement Administrator will also maintain a toll-free telephone line for Settlement Class Members to obtain additional information. *ee id.* ¶ 8.2(d).

The Notices are clear and straightforward. *ee SA at Exhibits E and F.* They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested Service Award for the Settlement Class Representatives as well as the amount that proposed Class Counsel intends to seek in fees and costs; explain procedures for making claims, objections, or requesting exclusion; and will describe the date, time, and place of the Final Approval Hearing. *Id.*

The Notice here is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the settlement. *ee e.g. In re Mutual Funds In . Litigation* No. MDL 1586, 2010 WL 2077972, *6 (D. Md. May 19, 2010) (approving notice via direct mail and email); *omonos e . an o meri a . . .*, 790 F. Supp. 2d 466 (W.D. Va. 2011) (granting final approval where notice was mailed directly to class members, and administrator maintained a class website and telephone support line).

D. The Court Should Appoint Class Counsel.

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

R. Civ. P. 23(g)(1)(A)(i–iv). As evidenced by the Court’s Orders appointing each member of the proposed Class Counsel to the leadership team in this case (ECF Nos. 14 and 16) and the Joint Declaration, the proposed Class Counsel meets these requirements. *ee* Joint Decl. 17, 26, and Exhibits 1-5. While multiple attorneys represent these Settlement Class Representatives, all counsel have come together to settle this case. Accordingly, the Court should preliminarily appoint Gary Klinger of Milberg, PLLC, Tyler Bean of Siri & Glimstad, LLP, James Pizzirusso of Hausfeld LLP, Gary E. Mason of Mason LLP, and James P. Ulwick of Kramon & Graham as Class Counsel under Rule 23(g).

VI. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that guarantees Settlement Class Members significant relief in the form of either (i) reimbursements of documented out-of-pocket losses or (ii) an alternative cash payment in the estimated amount of \$100.00; and three (3) years of free medical data monitoring, specifically CyEx Medical Shield Complete. For these and the above reasons, Plaintiffs respectfully request this Court grant their Motion for Preliminary Approval of Class Action Settlement, certify the Settlement Class, and direct Notice to issue to Settlement Class Members. A proposed Preliminary Approval Order is attached hereto as *Exhibit 3*.

Dated: January 30, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on January 30, 2026, I electronically filed the foregoing document using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Gary M. Klinger

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

IN RE ANNE ARUNDEL DATA BREACH
LITIGATION

No. 1:25-cv-02274-GLR

This Document Relates To:

1:25-cv-02274
1:25-cv-02278
1:25-cv-02279
1:25-cv-02282
1:25-cv-02288
1:25-cv-02290
1:25-cv-02293
1:25-cv-02297
1:25-cv-02314
1:25-cv-02322
1:25-cv-02324
1:25-cv-02336
1:25-cv-02341
1:25-cv-02369
1:25-cv-02384
1:25-cv-02396
1:25-cv-02406
1:25-cv-02459
1:25-cv-02476
1:25-cv-02486
1:25-cv-02703

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is made as of the date of the last signature below, by and between as defined herein: (a) the Settlement Class Representatives,¹ on behalf of themselves and the Settlement Class; and (b) Anne Arundel Dermatology, P.A. (“AAD”

¹ All capitalized terms are defined in Section 1 below.

or “Defendant”). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted against AAD in the actions captioned, including but not limited to: *Bernard v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02290 (D. Md.); *Beville v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02384 (D. Md.); *Botteon v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02486 (D. Md.); *Buracker v. Anne Arundel Dermatology*, No. 1:25-cv-00279 (D. Md.); *Butler v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02459 (D. Md.); *Correa v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02274 (D. Md.); *Dance v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02293 (D. Md.); *Erickson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02396 (D. Md.); *Farris et al. v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02369 (D. Md.); *Gale v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02406 (D. Md.); *Hall v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02322 (D. Md.); *Martin v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02288 (D. Md.); *Mattigan et al. v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02476 (D. Md.); *McKernan v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02336 (D. Md.); *Siddiqui et al. v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02703 (D. Md.); *Smith v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02341 (D. Md.); *Straw v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02297 (D. Md.); *Sulkowski v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02282 (D. Md.); *Tyson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02278 (D. Md.); *Diana Wilson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02324 (D. Md.); and *Terri Wilson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02314 (D. Md.), (collectively, the “Actions”), which have been consolidated for pre-trial discovery under the caption *In re Anne Arundel Data Breach Litigation*, No. 1:25-cv-022743-GLR (the “Consolidated Federal Action”), pending in the U.S. District Court for the District of Maryland, in addition to the now dismissed related state action, *George Tyler v. Anne Arundel Dermatology, P.A.*, Case No. C-02-CV-25-002625 (the “State Action”), which was

filed on September 5, 2025 in the Circuit Court for Anne Arundel County and dismissed, without prejudice, on November 14, 2025.

RECITALS

WHEREAS, Plaintiffs have alleged in the Actions that between February 14, 2025 and May 13, 2025, cybercriminals gained unauthorized access to certain AAD systems and allegedly viewed and/or exfiltrated personal information, including Personal Health Information (“PHI”) and Personally Identifiable Information (“PII”) pertaining to AAD patients. The incident is referred to herein as the “Data Security Incident.”

WHEREAS, beginning on July 11, 2025, AAD notified certain individuals on behalf of data providers that their personal information and information related to health records may have been impacted in the Data Security Incident.

WHEREAS, in the following months multiple putative class action lawsuits were filed in different jurisdiction against AAD, accusing AAD of negligently and/or intentionally allowing third parties to obtain information about AAD patients and other persons who interfaced with AAD’s website (including but not limited to persons who booked, or started booking, appointments with AAD but never became patients), among other things.

WHEREAS, starting on July 14, 2025, with the *Correa v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02274 action, the Settlement Class Representatives filed the Actions against AAD asserting common law and statutory claims and seeking remedies (including damages and injunctive relief), among other claims for alleged injuries purportedly caused by AAD’s wrongful disclosure of their PII and/or PHI, including as a result of the Data Security Incident.

WHEREAS, the Actions were assigned or otherwise transferred to Judge George Levi Russell III in the U.S. District Court for the District of Maryland.

WHEREAS, the Actions assert claims on behalf of residents of all fifty U.S. states and multiple U.S. territories sounding in negligence, breach of contract, breach of fiduciary duty, unjust enrichment, and intentional invasion of privacy.

WHEREAS, the Actions assert statutory claims under Maryland law on behalf of Maryland residents, including all Maryland residents who may have been impacted by the Data Security Incident.

WHEREAS, additional actions purportedly brought on behalf of the class pertaining to AAD's alleged wrongful disclosure of class members' data have been filed or threatened in other jurisdictions, including but not limited to an action filed in the Circuit Court for Anne Arundel County, Maryland captioned *Tyler v. Anne Arundel Dermatology, P.A.*, No. C-02-CV-25-002625, filed on September 5, 2025 (the "State Action") and dismissed without prejudice on November 14, 2025.²

WHEREAS, Class Counsel will file an amended complaint in the Consolidated Federal Action to add the State Action Plaintiff, George Tyler, as a named plaintiff.

WHEREAS, healthcare providers have faced an increasing tide of data privacy class actions for the alleged wrongful disclosure of personal information about prospective and actual patients, including their actual or potential physicians, the clinics they visited or may visit, and their personal identities without those patients' (and other persons') knowledge, authorization, or consent.

WHEREAS, AAD has at all times denied (and continues to deny) liability for all such claims, conduct, and issues alleged in or in any way related to the Actions and the State Action,

² The State Action was filed in the Circuit Court for Anne Arundel County, Maryland but mistakenly captioned by the plaintiff in that action as having been filed in the Circuit Court for Montgomery County.

and in particular denies that it breached any contract, violated anyone's privacy intentionally or negligently, violated any statute, or fell short of duties it owed to the Settlement Class, Settlement Class Representatives, or any other person or entity. AAD asserts that it acted lawfully at all times, and is settling the Actions solely for the purpose of avoiding the time and expensive of further litigation.

WHEREAS, Defendant has at all times denied that the proposed class meets the manageability requirements of Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS, on August 19, 2025, the court consolidated the 21 Actions and appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Tyler Bean of Siri & Glimstad, LLP as interim co-lead class counsel, and Gary E. Mason of Mason LLP as interim liaison class counsel. ECF No. 14. On August 25, 2025, the court further appointed James Pizzirusso of Hausfeld LLP as additional interim co-lead class counsel, and James P. Ulwick of Kramon & Graham as additional interim co-liaison class counsel. ECF No. 16. The Court's orders authorized interim class counsel to, among other things, negotiate and enter into stipulations and agreements with defense counsel, including settlement agreements, and to "[c]oordinate and oversee the implementation and administration of any settlement." *Id.* at 2.

WHEREAS, the Parties' Counsel are experienced litigators in complex class actions, generally, and the privacy and data breach fields, specifically. After the appointment of interim co-lead counsel, they and AAD's Counsel discussed the possible early resolution of the Litigation, which culminated in the Parties participating in a full-day mediation session conducted on October 29, 2025, by the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania. In preparation for the mediation, the Parties exchanged confidential information related to the issues in the lawsuit and mediation position statements that

allowed the Parties to assess the case and meaningfully engage in arm's length settlement discussions.

WHEREAS, during the mediation, the Parties exchanged additional information pertaining to the Settlement Class and AAD's financial condition, which further informed their settlement discussions.

WHEREAS, during the mediation, the Parties reached agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against AAD that were asserted or could have been asserted in the Actions. Thereafter, the Parties drafted this Agreement.

WHEREAS, the Parties recognize the expense and length of proceedings that would be required to continue litigation of the Actions through further motions practice, discovery, trial, and any possible appeals. The Parties have considered the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to certify a class, and establish liability and damages for the claims alleged in the Actions and the defenses thereto. Based upon their investigation and the exchange of information, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests, and that the Agreement is fair, reasonable, and adequate. The Parties therefore agree to settle the claims asserted against AAD in the Actions pursuant to the terms and provisions of this Agreement, subject to the Court's approval.

WHEREAS, the Parties now agree to settle the Actions in their entirety as to AAD, without any admission of liability, with respect to all Released Claims of the Settlement Class Representatives and Settlement Class Members who do not timely and validly exclude themselves from the Settlement Class. The Parties intend this Agreement to bind the Settlement Class

Representatives, AAD, and all Settlement Class Members that do not timely and validly exclude themselves from the Agreement.

THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Actions be settled, compromised, and dismissed on the merits and with prejudice with respect to AAD, subject to preliminary and final Court approval, as required by Fed. R. Civ. P. 23, on the following terms and conditions:

1. Definitions.

As used in all parts of this Agreement, including the recitals above, and exhibits attached hereto, the follow terms have the meanings specified below:

- 1.1 “Actions” or “the Litigation” means collectively the cases captioned: *Bernard v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02290 (D. Md.); *Beville v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02384 (D. Md.); *Botteon v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02486 (D. Md.); *Buracker v. Anne Arundel Dermatology*, No. 1:25-cv-00279 (D. Md.); *Butler v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02459 (D. Md.); *Correa v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02274 (D. Md.); *Dance v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02293 (D. Md.); *Erickson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02396 (D. Md.); *Farris et al. v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02369 (D. Md.); *Gale v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02406 (D. Md.); *Hall v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02322 (D. Md.); *Martin v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02288 (D. Md.); *Mattigan et al. v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02476 (D. Md.); *McKernan v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02336 (D. Md.); *Siddiqui et al. v. Anne*

Arundel Dermatology, P.A., No. 1:25-cv-02703 (D. Md.); *Smith v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02341 (D. Md.); *Straw v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02297 (D. Md.); *Sulkowski v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02282 (D. Md.); *Tyson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02278 (D. Md.); *Diana Wilson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02324 (D. Md.); and *Terri Wilson v. Anne Arundel Dermatology, P.A.*, No. 1:25-cv-02314 (D. Md.), which have been consolidated for pre-trial discovery under the caption *In re Anne Arundel Data Breach Litigation*, No. 1:25-cv-022743-GLR, pending in the U.S. District Court for the District of Maryland before the Honorable George Levi Russell III.

- 1.2 “Agreement” or “Settlement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Actions between them and which is subject to approval by the Court.
- 1.3 “Approved Claim” means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
- 1.4 “CAFA Notice” means the notice required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715 (“CAFA”).
- 1.5 “Class Counsel” means Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Tyler Bean of Siri & Glimstad, LLP; James Pizzirusso of Hausfeld LLP; Gary E. Mason of Mason LLP; James P. Ulwick of Kramon & Graham, and those working at their direction for purposes of negotiating and executing this Settlement.

- 1.6 “Class List” means the list of individuals in the United States whom AAD reasonably believes may be members of the Settlement Class and for whom AAD has contact information and their last known physical mailing addresses and/or e-mail addresses.
- 1.7 “Claim Form” means the form(s) Settlement Class Members must submit to be eligible for reimbursement under the terms of the Settlement, which shall be in a form mutually agreeable to Defendant and Class Counsel, pursuant to the procedure set forth in Paragraph 7.1, and, once finalized, shall be incorporated herein as Exhibit A.
- 1.8 “Claims Period” means the ninety (90) day period following the Notice Deadline, within which all Claims filed by Settlement Class Members must be either (a) submitted online or (b) sent by mail and postmarked. For the avoidance of doubt, the final date to submit (or postmark) Claims is the ninetieth (90th) day following the Notice Deadline.³
- 1.9 “Costs of Notice and Administration” means all reasonable costs and expenses of the Settlement Administrator associated with or arising from the settlement administration and notice program. The Costs of Notice and Administration shall be paid to the Settlement Administrator as set forth in this Agreement.
- 1.10 “Court” or “Federal Court” means the United States District Court for the District of Maryland.

³ All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically indicated. A day ends at midnight Eastern Time.

- 1.11 “Data Security Incident” means the alleged viewing and/or exfiltration of data pertaining to the Settlement Class between February 14, 2025 and May 13, 2025.
- 1.12 “Defendant” or “AAD” means Anne Arundel Dermatology, P.A.
- 1.13 “Defendant’s Counsel” or “AAD’s Counsel” means Brenda R. Sharton, Benjamin M. Sadun, and Theodore E. Yale of Dechert LLP.
- 1.14 “Effective Date” of this Agreement means the last date by which all of the following have occurred:
- a. The Parties have executed this Agreement;
 - b. Plaintiffs have submitted to the Court and the Court has entered the Final Approval Order and Judgment without material changes to the Parties’ proposed Final Approval Order and Judgment; and
 - c. The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired.
- 1.15 “Final Approval Hearing” means the hearing to be held after Notice has been provided to Settlement Class Members, to determine whether the Settlement should obtain final approval.
- 1.16 “Final Approval Order and Judgment” or “Final Approval” means an order signed and entered by the Court, which approves this Settlement, the Release and enters judgment and dismisses the Actions with prejudice, in a form mutually agreeable to Defendant and Class Counsel, pursuant to the procedure set forth in Paragraph

7.1, and, once finalized, shall be incorporated herein as Exhibit B. If the Court issues separate orders addressing the matters constituting Final Approval and Judgment, then the Final Approval Order and Judgment includes all such orders.

- 1.17 “Net Settlement Fund” means the monies remaining in the Settlement Fund after the Costs of Notice and Administration, Service Award, and Attorneys’ Fees and Expenses are deducted.
- 1.18 “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members.
- 1.19 “Notice Deadline” means the date thirty (30) days after AAD’s provision of the Class List to the Settlement Administrator.
- 1.20 “Objection Deadline” means the day sixty (60) days after the Notice Deadline.
- 1.21 “Opt Out Deadline” means sixty (60) days after the Notice Deadline.
- 1.22 “Parties” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and AAD.
- 1.23 “Parties’ Counsel” means Class Counsel and AAD’s Counsel.
- 1.24 “Personal Information” means individuals’ names, addresses, email addresses, birth dates, genders, date(s) of service, service locations, practitioners’ names, imaging reports, diagnoses, treatments provided, medical dosages, medical record numbers or other patient identifiers, relative names, power of attorney names, health insurance numbers, diagnostic study identifiers, patient identifiers, and Social Security Numbers.
- 1.25 “Preliminary Approval Order” or “Preliminary Approval” means the entry of an Order of Preliminary Approval in the form that shall be mutually agreeable to

Defendant and Class Counsel, pursuant to the procedure set forth in Paragraph 7.1, and, once finalized, shall be incorporated herein as Exhibit C, or substantially in that form to the satisfaction of the Parties.

- 1.26 “Release” means the release of all claims as described in Section 14.
- 1.27 “Released Claims” mean any and all past, present, and future liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, statutory fees, rights, judgments, attorneys’ fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities and compensation of any form whatsoever, whether known or unknown, whether presently existing or arising in the future, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory, or other of any jurisdiction, foreign or domestic (including but not limited to the laws of the United States, any of the fifty U.S. states, or any subdivision thereof, or the District of Columbia or any U.S. territory), whether in law or in equity, including but not limited to all claims which Releasing Parties asserted or could have asserted in the Actions or the State Action relating to the Data Security Incident and/or AAD’s alleged disclosure of information about prospective and actual patients, including their financial information, actual or potential dermatologists, the clinics they visited or may visit, and their personal identities, without those patients’ (and other persons’) knowledge, authorization, or consent on or before the date of the Preliminary Approval Order.
- 1.28 “Released Parties” means AAD and each of its respective past, present, and future parents, investors, shareholders, divisions, subdivisions, companies, subsidiaries,

affiliates, departments, managers, licensees, sublicensees, trustees, creditors, partners, joint venturers, principals, officers, stockholders, directors, employees, staff, agents, representatives, attorneys, predecessors, successors, assigns, assignees, heirs, executors, contractors, vendors, insurers, and reinsurers, including but not limited to any AAD-affiliated physicians, branches, clinics, offices, or medical practices and/or their staff or employees and/or each person acting or purporting to act for them or on their behalf

- 1.29 “Releasing Parties” means the Settlement Class Members and Settlement Class Representatives on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf.
- 1.30 “Service Award” means a payment made, subject to Court-approval, to the Settlement Class Representatives for their service in bringing these Actions.
- 1.31 “Settlement Administrator” means the settlement administrator to be chosen by mutual agreement of the Parties within seven (7) days of the execution of this Agreement. A different Settlement Administrator may be substituted if agreed to by the Parties and approved by order of the Court.
- 1.32 “Settlement Benefits Plan” means the plan for processing claims and for distributing Settlement benefits to Settlement Class Members, which shall be presented by Class Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 1.33 “Settlement Class” or “Settlement Class Members” means all persons in the United States who provided personal information, including but not limited to PII or PHI,

to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before this Agreement's execution.. Excluded from the Settlement Class are (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. It is estimated that there are approximately 1,905,338 persons in the Settlement Class.

- 1.34 "Settlement Class Representatives" or "Plaintiffs" means Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler.
- 1.35 "Settlement Fund" means the two million four hundred thousand United States Dollars (\$2,400,000) that AAD shall pay pursuant to Section 3 of this Agreement.
- 1.36 "Settlement Fund Account" means the account described in Section 4 of this Agreement.
- 1.37 "Settlement Payments" means any payment to be made to Settlement Class Members who have filed Approved Claims.
- 1.38 "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to

obtain notice of and information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and AAD's Counsel mutually agree to post, or that the Court orders posted, on the website. These documents shall remain on the Settlement Website at least sixty (60) days after the Effective Date. The URL of the Settlement Website shall be mutually agreed to by the Parties. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall be approved by Class Counsel and Defendant's Counsel before it goes live, shall not include any advertising, and shall remain operational until at least sixty (60) days after the Effective Date.

- 1.39 "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

2. Settlement Class Certification.

- 2.1 The Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not

approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided herein, will be vacated and the Actions shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

- 2.2 The Parties have not made, nor is any court required to make, any evaluation or finding regarding the manageability of trying the Actions as a class action within the meaning of Federal Rule of Civil Procedure 23.

3. The Settlement Fund.

- 3.1 AAD agrees to make or cause to be made a non-reversionary settlement payment of two million four hundred thousand United States Dollars (\$2,400,000) into the Settlement Fund as follows:

- a. Within thirty (30) business days of the Court entering the Preliminary Approval Order and receipt of payment information and a W-9 for the Settlement Administrator, or by April 1, 2026, whichever is later, AAD shall pay or cause to be paid eight-hundred thousand United States Dollars (\$800,000) to pay for the Costs of Notice and Administration; and
- b. Within thirty (30) days of the Effective Date, or by January 5, 2027, whichever is later, AAD shall fund or cause to be funded, the remaining balance of the Settlement Fund (i.e., \$1,600,000).

- 3.2 The Settlement Class is estimated to consist of 1,905,338 individuals.

- 3.3 The Settlement Fund shall be used to pay for:
- a. Costs of Notice and Administration;
 - b. Service Awards approved by the Court;
 - c. Attorneys' Fees and Expenses approved by the Court; and
 - d. Settlement Payments for the Settlement Class as provided for in this Agreement, the Settlement Benefits Plan to be filed by Class Counsel, and approved by the Court.
- 3.4 Under no circumstances shall AAD be obligated to pay or cause to be paid more than two million four hundred thousand United States Dollars (\$2,400,000).
- 3.5 Class Counsel and/or the Settlement Administrator shall furnish to AAD any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) within ten (10) business days of the Court entering the Preliminary Approval Order. Class Counsel and/or the Settlement Administrator shall furnish to AAD updated account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) or confirm the accuracy of the previously provided information and forms within ten (10) days of the Effective Date.

4. The Settlement Fund Account.

- 4.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.

- 4.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.
- 4.3 No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement and the Settlement Benefits Plan, after approval by the Court; or (ii) otherwise approved by the Court.
- 4.4 The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.
- 4.5 Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide AAD with that employer identification number on a properly completed and signed IRS Form W-9.
- 4.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury

Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder, the costs of which shall be considered Costs of Notice and Administration, and paid from the Settlement Fund.

- 4.7 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be treated as Costs of Notice and Administration, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).
- 4.8 Other than the payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, AAD shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account

or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

5. Settlement Payments to Settlement Class Members.

5.1 Filing of Approved Claims. Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a Settlement Payment under the Settlement.

- a. The Claims Period will run for one hundred twenty (120) days after the Notice Deadline.
- b. Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the final day of the Claims Period (i.e., by the end of the one hundred twentieth (120th) calendar day following the Notice Deadline). All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement although the parties may allow for the submission of late Claim Forms.
- c. In its discretion, to be reasonably exercised, the Settlement Administrator will review all Claim Forms submitted for completeness and accuracy. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim. Decisions of the

Settlement Administrator as to the validity of any claims are final and cannot be appealed.

- d. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments as soon as practicable after the Effective Date in accordance with the terms of this Agreement.

5.2 Settlement Benefits Plan. In connection with the Preliminary Approval Motion, Class Counsel shall present the Settlement Benefits Plan to the Court for approval, in a form agreed upon by Class Counsel and AAD, pursuant to the procedure set forth in Paragraph 7.1, and, once finalized, shall be incorporated herein as Exhibit D. The Settlement Benefits Plan shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; and (ii) the process for submitting claims for such benefits.

- a. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan.
- b. As specified in Section 3.3, the costs associated with any benefits provided to Settlement Class Members under the Settlement Benefits Plan shall be paid from the Settlement Fund.

6. Payment of Service Awards and Attorneys' Fees and Expenses.

6.1 Service Awards. The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of a Service Award not to exceed \$1,500.00 per Settlement Class Representative. To be eligible for a Service Award, each Settlement Class Representative must complete and submit a valid Claim Form to the Settlement Administrator under the procedure set forth in Section 5.1 above, which among other things means agreeing to the Release. The request for

the Service Award must be filed with the Court no later than twenty-one (21) days before the Objection Deadline. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within forty-five (45) days of the Effective Date. Any Service Award and any requirements for obtaining any such payment are separate and apart from, and in addition to, any potential recovery by the Settlement Class Representatives as a Settlement Class Member.

a. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Award. If the Court declines to approve, in whole or in part, a request for a Service Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of a Service Award, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

6.2 Attorneys' Fees and Expenses. Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Litigation. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within forty-five (45) days of the Effective Date or by January 20, 2027, whichever is later.

- a. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

7. Presentation of Settlement to the Court.

7.1 Finalization of Exhibits. Within fourteen (14) days following the execution of this Agreement, Class Counsel shall provide to Defendant's Counsel a draft Benefits Plan, Claim Form, Email Notice, Long Form Notice, Preliminary Approval Order, and Final Approval Order (collectively, the "Exhibits"). The Parties shall confer and negotiate in good faith to agree on the form and contents of the Exhibits. Once a full set of draft Exhibits has been agreed to by Defendant and Class Counsel, those versions shall be deemed to be incorporated into this Agreement and may not be amended or modified thereafter except by mutual written agreement.

7.2 Preliminary Approval. Within forty-five (45) days following execution of this Agreement, Class Counsel shall file a motion seeking an order granting the Preliminary Approval Order (the "Preliminary Approval Motion"). Such motion shall also include and seek approval of the proposed Notice and the Settlement Benefits Plan.

- a. Among other things, the Preliminary Approval Motion will ask the Court to: (a) preliminarily approve the terms of the Settlement as within the range

of what is fair, adequate, and reasonable; (b) provisionally certify the Settlement Class pursuant to Fed. R. Civ. P. 23; (c) approve the Settlement Administrator, notice program set forth herein, form and content of the Notice, and Claim Form; (d) approve the procedures set forth in this Settlement for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (e) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning any Released Claims; (f) appoint Class Counsel and Settlement Class Representatives; and (g) schedule a Final Approval Hearing at a date that provides sufficient time for the deadlines contemplated by this Settlement and that is convenient for the Court, at which time the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement, determine whether it was made in good faith and should be finally approved, as well as determine whether to approve Class Counsel's application for Attorneys' Fees and Expenses and Service Award.

- 7.3 In support of Plaintiffs' motion for preliminary approval, and contemporaneously therewith, AAD will provide a confidential *in camera* statement to the Court regarding the company's financial condition.
- 7.4 Settlement Benefits Plan. In connection with the Preliminary Approval Motion, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; and (ii) the process and timing for submitting claims

for such benefits. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan.

7.5 Final Approval. By no later than thirty (30) days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order and Judgment (the “Final Approval Motion”). Class Counsel shall move the Court for approval of Attorneys’ Fees and Expenses and Service Award no later than twenty-one (21) days prior to the Objection Deadline. Objectors, if any, shall file any responses to Class Counsel’s motions no later than seventeen (17) days prior to the Final Approval Hearing. By no later than ten (10) days prior to the Final Approval Hearing, responses to any filings by objectors shall be filed, if any, as well as any replies in support of final approval of the Settlement or Class Counsel’s application for Attorneys’ Fee and Expenses and Service Award. In the Court’s discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel), who object to the Settlement and/or Class Counsel’s request for Attorneys’ Fees and Expenses and Service Awards, provided the objectors filed timely objections that meet all the requirements listed in this Agreement.

7.6 Class Counsel shall provide drafts of the papers described in Sections 7.2 and 7.5 to Defendant’s Counsel at least forty-eight (48) hours before filing.

7.7 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to approve Class Counsel’s Application for Attorneys’ Fees and Expenses and Service Awards. The proposed Final Approval Order and Judgment that will be filed with the Final

Approval Motion shall be in a form agreed upon by Class Counsel and AAD, as set forth above in Paragraphs 1.16 and 7.1. Such proposed Final Approval Order and Judgment shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfied the Federal Rules of Civil Procedure and due process requirements;
- d. Dismiss all claims in the Actions as to the Defendant Released Parties with prejudice;
- e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from Final Approval;
- f. Release and forever discharge the Defendant Released Parties from the Released Claims as provided in this Settlement;
- g. Reserve the Court's continuing and exclusive jurisdiction over AAD and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms; and
- h. Enter judgment in the Actions.

8. Duties of Settlement Administrator.

- 8.1 Class Counsel will retain, subject to Court-approval—and AAD's approval, which shall not be unreasonably withheld—an independent Settlement Administrator.
- 8.2 The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement and the Settlement

Benefits Plan after Court approval, and any other functions approved by the Court, including, but not limited to, the following:

- a. Obtaining the Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Providing Notice to Settlement Class Members;
- c. Establishing and maintaining the Settlement Website;
- d. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries timely;
- e. Timely responding to any Settlement Class Member inquiries;
- f. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- g. Receiving requests to opt out and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than fifteen (15) days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- h. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members, Service Awards to Settlement Class

Representatives, and the approved Attorneys' Fee and Expenses to Class Counsel;

- i. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Claims and later, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to filed Claim Forms and Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining from any funds paid by Defendant.
- j. In advance of the Final Approval Hearing, preparing an affidavit or declaration upon request to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a request for exclusion;
- k. Filing and paying any required taxes that may be due and payable; and
- l. Performing any function related to settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

8.3 The Settlement Administrator will provide a draft of the CAFA notice to Defendant's Counsel for review and edits as soon as practicable following, but in no event later than five (5) days after, this Agreement is filed with the Court.

- 8.4 The Settlement Administrator will serve or cause to be served the CAFA Notice, no later than ten (10) days after this Agreement is filed with the Court.
- 8.5 Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement or the Settlement Benefits Plan, once approved by the Court.
- 8.6 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement or the Settlement Benefits Plan, once approved by the Court.

9. Notice to Settlement Class Members.

- 9.1 Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List. The Class List shall be the same individuals whom AAD notified in connection with the Data Security Incident.
- 9.2 Following Defendant's provision of the Class List to the Settlement Administrator, Notice to the Settlement Class shall be provided in the following manner by the Notice Deadline:
 - a. A Notice, in a form mutually agreeable to Defendant and Class Counsel, pursuant to the procedure set forth in Paragraph 7.1, and, once finalized, incorporated herein as Exhibit E (the "Short Form Notice") shall be emailed by the Settlement Administrator. Email shall be the exclusive means of notice. The Notice will advise Settlement Class Members of the allegations

asserted in the Actions, how to file a claim, how to exclude themselves from the Settlement, how to object to the Settlement, and of the Settlement Website.

- b. Before emailing the Notice, the Settlement Administrator will update each Settlement Class Member's email address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If any email Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-email one additional time to the new email address. For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will make reasonable efforts to locate an updated email address, and, where such an address is found, will re-email the notice to the updated address. For the avoidance of doubt, any individual on the Class List provided by AAD to the Settlement Administrator shall be deemed a Settlement Class Member despite the inability of the Settlement Administrator to provide notice to the individual.
- c. The Settlement Administrator shall post the "Long Form Notice," in a form mutually agreeable to Defendant and Class Counsel pursuant to the procedure set forth in Paragraph 7.1, and, once finalized, incorporated herein as Exhibit F and Claim Form on the Settlement Website established

by the Settlement Administrator. The Settlement Administrator shall also provide Settlement Class Members the ability to submit the information for the Claim Form electronically via the Settlement Website.

10. Opt-Outs.

10.1 The Notice shall include a procedure for Settlement Class Members to opt out from the Settlement by notifying, in writing, the Settlement Administrator of their intent to exclude themselves from the Settlement. Such written requests for exclusion must be postmarked no later than the Opt Out Deadline. The written request for exclusion must include:

- a. The name of this litigation or a decipherable approximation, *i.e.*, *In re Anne Arundel Data Breach Litigation*, No. 1:25-cv-022743-GLR (D. Md.);
- b. The full name, address, and telephone number of the Settlement Class Member; or the full name, address, telephone number, relationship, and signature of the Settlement Class Member or of any individual acting on behalf of the Settlement Class Member; and
- c. The words “Opt-Out” or “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

10.2 Opt-out requests seeking exclusion on behalf of more than one individual shall be invalid.

10.3 Any individual who submits a valid and timely request for exclusion in the matter described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected

by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

- 10.4 Any Settlement Class Member who does not provide a timely request for exclusion for any reason, including lack of actual notice, or who does not provide all information required by this Settlement to exclude himself or herself, shall be bound by the terms of the Settlement, including all releases in the Settlement.

11. Objections.

- 11.1 The Notice shall include a procedure for Settlement Class Members to object to the Settlement, Class Counsel's request for attorneys' fees, and expenses, and/or the application for Service Awards. Objections to the Settlement, Class Counsel's request for Attorneys' Fees and Expenses and/or to the application for Service Award must be filed electronically with the Court or mailed to the Clerk of the Court. Objections must be: (a) filed by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court at the address listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. Each Settlement Class Member desiring to object to the settlement shall submit a timely written notice of his or her objection.

- 11.2 Any objection must be in writing and must:

- a. Clearly identify the case name and number: *In re Anne Arundel Data Breach Litigation*, No. 1:25-cv-022743-GLR (D. Md.);
- b. Include the full name, address, telephone number, and email address of the person objecting;
- c. Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);

- d. State whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;
- e. Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing;
- f. If the objector is represented by counsel, list all previous cases in which the objector's counsel has made objections to class actions settlements in the previous twenty-four (24) months and the outcome of those objections, and
- g. Provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative.

11.3 Settlement Class Members who fail to file and serve timely written objections in the manner specified above for any reason shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

11.4 Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out, and the objection shall be deemed null and void.

11.5 Any Settlement Class Member or counsel who objects to the Settlement (or represents an objector) may be subject to discovery upon Order of the Court.

12. Representations and Warranties.

12.1 Each Party represents that:

- a. Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- b. Such Party is voluntarily entering into this Agreement as a result of arm's-length negotiations conducted by its counsel;

- c. Such Party is relying upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of its rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;
- d. Such Party has been represented by, and consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such counsel and agree to the language of the provisions herein;
- e. The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;
- f. Except as provided herein, such Party has not been influenced to any extent in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;
- g. Each Party assumes the risk of mistake as to fact or law;
- h. This Agreement constitutes a valid, binding, and enforceable agreement;
and
- i. No consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

12.2 The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Defendant Released Parties, and further covenants that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Defendant Released Parties.

12.3 The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Defendant Released Parties not fully resolved and extinguished by this Agreement in connection with or relating to any of the Released Claims or otherwise.

13. Releases.

13.1 As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties except for claims relating to the enforcement of this Agreement.

13.2 Except for Settlement Class members who have validly and timely elected to exclude themselves from or opt out of the Settlement Class, each member of the Settlement Class is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Defendant Released Parties in any forum, action, or proceeding of any kind.

13.3 With respect to all Released Claims, Plaintiffs and each of the other Settlement Class Members agree that they are expressly waiving and relinquishing to the

fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides:

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

and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

- 13.4 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

14. Termination.

14.1 This Agreement may be terminated by either the Settlement Class Representatives or AAD by serving on counsel for the opposing party and filing with the Court, a notice of termination within ten (10) days (or such longer time as may be agreed between Class Counsel and AAD) after any of the following occurrences:

- a. Class Counsel and AAD mutually agree to termination before the Effective Date;
- b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Agreement;
- c. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- d. The Court or any reviewing appellate court incorporates material items or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the proposed Final Approval Order, or the Settlement; or
- e. The Effective Date does not occur.

14.2 If this Agreement is terminated pursuant to Section 15.1, the following shall occur:

- a. Within ten (10) days of receiving notice of a termination event from Defendant's Counsel, the Settlement Administrator shall pay to AAD an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less: (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Costs of Notice and

Administration already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

- b. The Parties shall return to the status quo in the Actions as if the Parties had not entered into this Agreement;
- c. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further proceedings in the Actions or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and
- d. This Agreement shall become null and void, and the fact of this Settlement and the fact that AAD did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Actions or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

15. No Admission of Wrongdoing.

15.1 AAD denies each and every claim and contention alleged against it in the Actions and the State Action and all charges of wrongdoing or liability alleged against it and maintains that it acted lawfully at all times. Nonetheless, Defendant and its counsel have concluded that further continuation of the Actions would be protracted

and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Therefore, AAD is entering into this Settlement solely to avoid the time and expense of further litigation.

15.2 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is, or may be deemed to be, or may be used as, an admission or evidence of the validity, or lack thereof, of any Released Claims, wrongdoing, or liability of the Defendant Released Parties; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding. Notwithstanding the foregoing, any of the Defendant Released Parties may file the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

16. Notices.

16.1 All notices to Class Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

James J. Pizzirusso
HAUSFELD LLP
1201 17th Street N.W., Suite 600
Washington, D.C. 20036
202-540-7200

Email: jpizzirusso@hausfeld.com

Gary Klinger
MILBERG LLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
866-252-0878
Email: gklinger@milberg.com

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
212-532-1091
Email: tbean@sirillp.com

16.2 All notices to AAD or AAD's Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

Brenda R. Sharton
DECHERT LLP
One International Place, 40th Floor
100 Oliver Street
Boston, MA 02110
617-728-7100
Email: brenda.sharton@dechert.com

Benjamin M. Sadun
DECHERT LLP
633 W. Fifth Street
Ste 4900
Los Angeles, CA 90071
213-808-5700
Email: benjamin.sadun@dechert.com

Theodore E. Yale
DECHERT LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808
theodore.yale@dechert.com

16.3 The notice recipients and addresses designed in this Section may be changed by written notice posted to the Settlement Website.

17. Miscellaneous Provisions.

17.1 Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

17.2 Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

17.3 Settlement Class Member Communications. Defendant shall not authorize any communication that is intended or reasonably likely to encourage Settlement Class Members to exclude themselves from the Settlement or to object to the Settlement. Defendant may, however, continue any and all ordinary-course-of-business communications with Settlement Class Members. Defendant may further, in its discretion, authorize communications referring all questions from Settlement Class Members regarding the Settlement to the Notice, Class Counsel, the Settlement Administrator, and the Settlement Website.

17.4 Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof. Any person executing this Settlement 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 Settlement to all of the terms and provisions of this Settlement.

- 17.5 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein.
- 17.6 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 17.7 Integration. This Agreement (along with any exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 17.8 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 17.9 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purposes of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and their attorneys.
- 17.10 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and all references to the singular shall also mean the plural whenever the context so indicates.
- 17.11 Modification or Amendment. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their

respective successors-in-interest. Modification of the Settlement Agreement following Preliminary Approval will require approval of the Court.

- 17.12 Waiver. The waiver by one Party of any breach of the Settlement by any other shall not be deemed a waiver, by the Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.
- 17.13 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.
- 17.14 Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.
- 17.15 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.
- 17.16 Successors and Assigns. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Settlement.
- 17.17 Governing Law. The construction, interpretation, operation, effect, and validity of the Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of Maryland, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

- 17.18 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.
- 17.19 Arm's-Length Negotiation. The Parties agree that the amounts paid, and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.
- 17.20 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Approval Order and Judgment is entered.
- 17.21 Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against AAD or Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against AAD or Released Parties. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed

of any such intention or consideration thereof. Plaintiffs and Class Counsel each further represent and warrant that neither of them have been referred to any other attorney or any other individual alleging to have, or are asserting, pursuing, or seeking to pursue any claims against AAD or Released Parties. Class Counsel represent and warrant that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against AAD or Released Parties. Class Counsel further represent and warrant that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

17.22 Bar to Future Suits. Upon entry of the Final Approval Order, Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

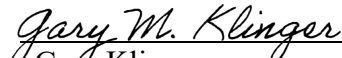
17.23 Non-Disparagement. The Settlement Class Representatives, Class Counsel, Defendant, and Defendant's Counsel agree not to make any statements, written or verbal, or to cause or encourage any other person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning the Released Claims, as well as these Actions, the Settlement, this Agreement, and any discussions, interactions, or negotiations of the Settlement by the Parties and their counsel.

**[THIS SECTION INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]**


WE AGREE TO THESE TERMS:

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement) and the Settlement Class:

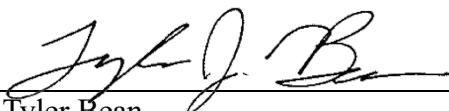
Defendant Anne Arundel Dermatology, P.A.:



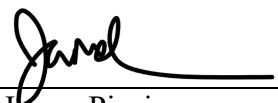
Gary Klinger
Date: December 8, 2025

DocuSigned by:



2891185CBFAB41C
Name: Vincent Bradley
Title: Chief Executive Officer
Date: December 8, 2025



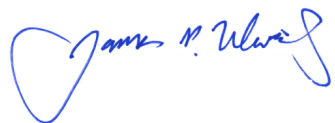
Tyler Bean
Date: December 5, 2025



James Pizzirusso
Date: December 8, 2025



Gary E. Mason
Date: December 9, 2025



James P. Ulwick
Date: December 8, 2025

EXHIBIT A

Your claim must be submitted online or postmarked by: **[DEADLINE]**

In Re Anne Arundel Data Breach Litigation

Case No. 1:25-cv-02274-GLR
U.S. District Court for the District of Maryland

Your claim must be submitted online or postmarked by: **[DEADLINE]**

DATA INCIDENT SETTLEMENT CLAIM FORM

Confidential Settlement Communication
Subject to Fed. R. Evid. 408

Dechert Draft January 20, 2026

GENERAL INSTRUCTIONS

Who is eligible to file a Claim? All Settlement Class Members may file a claim. The Court has defined the Settlement Class as: all persons in the United States who provided personal information, including but not limited to PII or PHI, to Anne Arundel Dermatology, P.A. (“AAD”), or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before **Month DD, 2026**.

Excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

BY EXECUTING THIS CLAIM FORM, YOU ARE GIVING UP YOUR RIGHT TO SUE, CONTINUE TO SUE, OR BE PART OF ANY OTHER LAWSUIT AGAINST AAD AND OTHER RELEASED PARTIES CONCERNING THE CLAIMS RELEASED BY THIS SETTLEMENT.

“Released Parties” include AAD and each of its respective past, present, and future parents, investors, shareholders, divisions, subdivisions, companies, subsidiaries, affiliates, departments, managers, licensees, sublicensees, trustees, creditors, partners, joint venturers, principals, officers, stockholders, directors, employees, staff, agents, representatives, attorneys, predecessors, successors, assigns, assignees, heirs, executors, contractors, vendors, insurers, and reinsurers, including but not limited to any AAD-affiliated physicians, branches, clinics, offices, or medical practices and/or their staff or employees and/or each person acting or purporting to act for them or on their behalf

The Released Claims include any and all past, present, and future liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, statutory fees, rights, judgments, attorneys’ fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities and compensation of any form whatsoever, whether known or unknown, whether presently existing or arising in the future, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory, or other of any jurisdiction, foreign or domestic (including but not limited to the laws of the United States, any of the fifty U.S. states, or any subdivision thereof, or the District of Columbia or any U.S. territory), whether in law or in equity, including but not limited to all claims which Releasing Parties asserted or could have asserted in the Actions or the State Action relating to the Data Security Incident and/or AAD’s alleged disclosure of information about prospective and actual patients, including their financial information, actual or potential dermatologists, the clinics they visited or may visit, and their personal identities, without those patients’ (and other persons’) knowledge, authorization, or consent on or before **Month DD, 2026**. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at **[website]**.

AVAILABLE BENEFITS

The Settlement will provide three categories of Settlement benefits. Settlement Class Members whose sensitive information was impacted as a result of the Data Security Incident may submit a claim for either Cash Payment A – Documented Out-

QUESTIONS? VISIT [WWW.COM](#) OR CALL TOLL-FREE 1-XXX-XXX-XXXX

of-Pocket Losses up to \$5,000.00 per claimant **OR** Cash Payment B – Alternative *Pro Rata* Cash Payment in the estimated amount of \$100.00. In addition to the Cash Payments, Settlement Class Members may submit a claim for three (3) years of free medical data monitoring regardless of whether the Settlement Class Member submits a claim for Cash Payment A or B.

BENEFITS

Free Medical Data Monitoring Service. Settlement Class Members may elect to enroll in credit monitoring and identity theft protection services. All Settlement Class Members are eligible to receive three (3) years of medical data monitoring services, specifically CyEx Medical Shield Complete, which includes the following features:

- (1) real time monitoring of the credit file at one bureau;
- (2) dark web scanning with immediate notification of potential unauthorized use;
- (3) comprehensive public record monitoring;
- (4) medical record monitoring;
- (5) health insurance plan number monitoring;
- (6) medical beneficiary identifier monitoring;
- (7) health savings account monitoring;
- (8) identity theft insurance (no deductible) up to \$1,000,000.00; and
- (9) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Cash Payment A – Documented Out-of-Pocket Losses. If your sensitive information was impacted and you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you may file a claim for reimbursement. The loss must have occurred between December 21, 2022, and the close of the Claims Period. The maximum amount of this reimbursement is \$5,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Security Incident.

This benefit covers out-of-pocket expenses like:

- (1) unreimbursed losses relating to fraud or identity theft;
- (2) bank or other financial institution charges incurred as a result of the Data Security Incident;
- (3) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- (4) costs associated with freezing or unfreezing credit with any credit reporting agency and costs of credit reports;
- (5) credit monitoring costs that were incurred on or after mailing the notice of the cybersecurity incident, through the date of claim submission; and
- (6) miscellaneous expenses such as notary, fax, postage, copying, internet usage, mileage, and long-distance telephone charges;

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Cash Payment B – Alternative *Pro Rata* Cash Payment. In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a *pro rata* cash payment in the estimated amount of \$100.00. All Approved Claims for Alternative Pro Rata Cash Payments (Cash Payment B) will be subject to a pro rata increase or decrease from the estimated \$100.00 amount after payment for Approved Claims for Documented Out-of-Pocket Losses (Cash Payment A), any Service Awards awarded to Settlement Class Representatives, any attorneys’ fees and costs awarded to Settlement Class Counsel, and all Costs of Notice and Administration. Any *pro rata* adjustments to Cash Payment B will be on an equal percentage basis.

TOTAL OUT-OF-POCKET LOSSES:	
------------------------------------	--

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

* If your request for Cash Payment A – Documented Out-of-Pocket Losses is denied, you will receive Cash Payment B – Alternative Pro Rata Cash Payment.

IV. Cash Payment B – Alternative Pro Rata Cash Payment

Check this box if you are claiming the *pro rata* cash payment and did **not** request Cash Payment A – Documented Out-of-Pocket Losses.

V. ATTESTATION & SIGNATURE

I swear and affirm 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

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.SettlementWebsite.com

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

AAD Settlement Administrator
P.O. Box **XXX**
Baton Rouge, LA 70821

The deadline to submit a Claim Form online is **Month DD, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **Month DD, 2026**.

Questions? Call 1-xxx-xxx-xxxx** Toll-Free or Visit www.SettlementWebsite.com**

E HIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH
LITIGATION

Case No.: 1:25-cv-02274

DEMAND FOR JURY TRIAL

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (ECF No. __) of the Settlement between the Representative Plaintiffs, on behalf of themselves and the Settlement Class, and Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”), as memorialized in Exhibit _ (ECF No. _) to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.¹

On _____, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing.

On _____, the Court held a Final Approval Hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Amended Consolidated Class Action Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties’ instructions and the

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning and/or definitions given to them in the Settlement Agreement, except as may otherwise be indicated.

Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of attorney's fees, costs, and expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for Attorneys' Fees and Expenses and Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has subject matter jurisdiction. Specifically, the Court finds that the parties are minimally diverse, that there are more than 100 members of the Settlement Class, and that the amount in controversy exceeds \$5,000,000, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and Settlement Class Members.

2. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the Releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. ___ objections were filed by Settlement Class Members. The Court has considered all objections, if any, and finds that the fact there have been ___ objections counsels in favor of Settlement approval.

8. ___ opt outs were filed by Settlement Class Members. The Court has considered all opt outs, if any, and finds that the fact that there have been ___ opt outs counsels in favor of Settlement approval.

9. All persons who have not objected to or opted out of the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise, and are included as Settlement Class Members.

CLASS CERTIFICATION

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before December 9, 2025.

Specifically excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

11. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that: the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the Representative Plaintiffs are typical of absent Class Members; the Representative Plaintiffs will fairly and adequately protect the interests of the Class as they have no interests antagonistic to or in conflict with the Class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment of Gary Klinger, Tyler Bean, James Pizzirusso, Gary Mason, and James Ulwick as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

14. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

15. The Court finds that Defendant has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

16. The Court has considered Class Counsel's Motion for Attorneys' Fees, Expenses and Service Awards.

17. The Court awards Class Counsel ___% of the gross Settlement Fund as an award of attorneys' fees and \$_____ as an award of costs and expenses to be paid in accordance with the Settlement, and Service Awards of \$_____ for each Representative Plaintiff. The Court finds this amount of fees, costs, expenses and service awards to be fair and reasonable. This award of attorneys' fees, costs, expenses and Service Awards and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of attorneys' fees, costs,

expenses and Service Awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

19. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Settlement Class Members who submitted valid Claim Forms, pursuant to the terms and conditions of the Settlement.

20. As of the Effective Date, each Settlement Class Member, including the Representative Plaintiffs, shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Defendant, the Related Entities, and the Released Parties from all Released Claims.

21. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the Settlement as provided herein) in which any Released Claim is asserted.

22. "Releasing Parties" or "Released Parties" means the Representative Plaintiffs and all Settlement Class Members who did not timely and validly opt out of the Settlement.

23. "Released Party" or "Released Parties" means Defendant, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have

acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, including but not limited to any AAD-affiliated physicians, branches, clinics, offices, or medical practices and/or their staff or employees and/or each person acting or purporting to act for them or on their behalf, and all persons acting under, by or through, or in concert with any of them, and includes without limitation, any Person related to any such entities who is, or could have been named as a defendant in the Action.

24. “Released Claims” means any and all past, present, and future liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, statutory fees, rights, judgments, attorneys’ fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities and compensation of any form whatsoever, whether known or unknown, whether presently existing or arising in the future, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory, or other of any jurisdiction, foreign or domestic (including but not limited to the laws of the United States, any of the fifty U.S. states, or any subdivision thereof, or the District of Columbia or any U.S. territory), whether in law or in equity, including but not limited to all claims which Releasing Parties asserted or could have asserted in the Actions or the State Action relating to the Data Security Incident and/or AAD’s alleged disclosure of information about prospective and actual patients, including their financial information, actual or potential dermatologists, the clinics they visited or may visit, and their personal identities, without those patients’ (and other

persons’) knowledge, authorization, or consent on or before [[date of the Preliminary Approval Order]].

25. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any state in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, intrusion upon seclusion, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitution of the United States or of any state in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court or administrative agency of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

26. “Unknown Claims” means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of

the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs and Settlement Class Members shall have waived 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 Cal. Civ. 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 Representative Plaintiffs and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

27. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall constitute a final and complete resolution of all disputes between the Parties with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by the Parties as to the merits of any claim or defense or the truth of any alleged wrongdoing by AAD or any Released Party *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval

Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

28. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

29. The Court hereby dismisses the Actions and the Amended Consolidated Class Action Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

30. Consistent with Paragraph 15.2(e) of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment 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 the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

31. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

32. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

ENTERED: _____, 2026

Hon. George Levi Russell III

UNITED STATES DISTRICT JUDGE

E HIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

**IN RE ANNE ARUNDEL DATA BREACH
LITIGATION**

Case No.: 1:25-cv-02274

DEMAND FOR JURY TRIAL

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, Plaintiffs Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler (collectively, “Plaintiffs”), in the above-captioned class action have applied for an order, pursuant to Federal Rule of Civil procedure 23, preliminarily approving the Class Action Settlement Agreement entered into between Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Defendant Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”) dated _____ and this Court having reviewed the Agreement as submitted to the Court with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”); and

WHEREAS, this Preliminary Approval Order incorporates the Agreement, and its exhibits, and the terms used herein shall have the meaning and/or definitions given to them in the Agreement, as submitted to the Court with the Motion for Preliminary Approval;

NOW, THEREFORE, pursuant to Federal Rule of Civil Procedure 23(e), upon the agreement of the Parties, and after consideration of the Agreement and its exhibits,

IT IS HEREBY ORDERED as follows:

1. The Court finds that the Agreement proposed by the Parties is fair, reasonable, and adequate, and is likely to be approved at a final approval hearing such that giving notice to the Settlement Class is justified. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Agreement and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein. The Settlement meets the considerations set forth in the amended Rule 23(e), as well as in *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir.1991).

2. The Settlement was negotiated with the assistance of an experienced and neutral mediator jointly selected by the Parties, the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania, and appears to be the result of extensive, arm's-length negotiations between the Parties after Class Counsel and Defendant's Counsel had investigated the claims, sufficiently litigated the claims, and became familiar with the strengths and weaknesses of the claims and defenses in this Action. The Settlement appears not to be collusive, has no obvious defects, and falls within the range of reasonableness.

3. The Court finds that it will likely certify at the final approval stage the Settlement Class for purposes of the Settlement only, consisting of:

all persons in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before December 9, 2025.

Specifically excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the

Settlement.

4. The Court finds that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) in that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent them as Class Counsel; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court therefore preliminarily certifies the proposed Settlement Class.

5. For purposes of the Settlement only, the Court finds and determines that it will likely find, at the final approval stage, pursuant to Federal Rule of Civil Procedure Rule 23(a)(4), that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and therefore appoints them as Class Representatives.

6. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(a)(1), the Court appoints the following as Class Counsel to act on behalf of both the Settlement Class and the Class Representatives with respect to the Settlement:

Gary Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Telephone: (866) 252-0878
E: gklinger@milberg.com

Tyler Bean
Siri & Glimstad LLP,
745 Fifth Avenue, Suite 500

Gary E. Mason
Mason LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
Tel: (202) 429-2290
E: gmason@masonllp.com

James J. Pizzirusso, Esq.
HAUSFELD LLP
1200 17th Street, N.W., Suite 600

New York, New York 10151
Tel: (212) 532-1091
E: tbean@sirillp.com

Washington, DC 20036
T: (202) 540-7200
E: James J. Pizzirusso, Esq.

James P. Ulwick
KRAMON & GRAHAM, P.A.
750 East Pratt Street, Suite 1100
Baltimore, Maryland 21202
Phone: 410-752-6030
Fax: 410-539-1269
E: julwick@kg-law.com

7. Eisner Advisory Group, LLC is appointed as Settlement Administrator and shall administer the Notice Plan. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

8. Pursuant to Federal Rule Civil Procedure 23(e), the terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class;
- (B) the Settlement Agreement was negotiated at arm's length;
- (C) the relief provided for the Settlement Class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing Settlement Class Member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the Settlement Agreement treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

9. Having reviewed the proposed Notice Plan, including the Short Form Notice and Long Form Notice submitted by the Parties as Exhibits E and F to the Agreement, the Court approves, as to form and content, such Notices for the purpose of notifying the Settlement Class as to the proposed Settlement, the Final Approval Hearing, and the rights of Settlement Class Members. Those Notices contain all of the essential elements necessary to satisfy the requirements of federal law, including the Federal Rules of Civil Procedure and federal and state due process provisions, including the Settlement Class definition, the identities of the Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding opt-out procedures and deadlines, and the date and location of the Final Approval Hearing.

10. The Court directs the Settlement Administrator to cause a copy of the Short Form Notice or Long Form Notice to be sent to all Settlement Class Members in accordance with the Notice Plan. The Notice Plan shall be fully implemented before the filing of the Motion for Final Approval.

11. The Short Form Notice and Long Form Notice shall be updated by Class Counsel and Defendant to include the correct dates and deadlines before the Notice Plan commences, based upon those dates and deadlines set by the Court herein. The Court finds and determines the Notice Plan pursuant to this Order constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive such Notices, and fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and all other applicable law and rules.

12. Any person falling within the definition of the Settlement Class may, upon request, be excluded or opt-out. In the event a Settlement Class Member wishes to be excluded and not to

be bound by the Agreement, that person must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline. The written request for exclusion must: (i) identify the case name and number of this Action; (ii) identify the name and address of the individual seeking exclusion from the Settlement; (iii) be personally signed by the individual seeking exclusion; (iv) include a statement clearly indicating the individual's intent to be excluded from the Settlement; and (v) request exclusion only for that one individual whose personal signature appears on the request. Opt-Out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

13. Any member of the Settlement Class who timely and properly requests exclusion in compliance with the requirements described herein shall not: (i) be bound by any orders or judgments in connection with the Settlement Agreement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; nor (iv) be entitled to object to any aspect of the Settlement Agreement. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

14. Any Settlement Class Member who wishes to object to the Settlement, Class Counsel's application for attorneys' fees and expenses, or Service Awards for the Class Representatives, or who wishes to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this paragraph. Only a Settlement Class Member may file an objection. No Settlement

Class Member or other person will be heard on such matters unless they have submitted a written objection (together with any briefs, papers, statements, or other materials the Settlement Class Member or other person wishes the Court to consider) electronically or by first-class postage prepaid to the Clerk of the Court on or before the Objection Deadline, as set forth in this Preliminary Approval Order. The written objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (d) a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any); (e) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (f) the objector's signature (or, if represented by counsel, an attorney's signature).

15. Any Settlement Class Member who does not make his or her objection in the manner and by the date set forth in this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

16. Prior to the Final Approval Hearing: (i) Class Counsel shall file with the Court and serve on all Parties a declaration or affidavit of the Settlement Administrator certifying that the Notice Plan was completed and providing the name of each Settlement Class Member who timely and properly requested exclusion from the Settlement Class; and (ii) Defendant or the Settlement Administrator shall file with the Court and serve on all Parties a declaration certifying that notice was provided to the appropriate government entities in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

17. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

18. Upon the entry of this Preliminary Approval Order, the Class Representatives and all Settlement Class Members shall be provisionally enjoined and barred from asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement.

19. The Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by Defendant of any liability or wrongdoing by Defendant or any of its parents, investors, shareholders, divisions, subdivisions, companies, subsidiaries, affiliates, departments, managers, licensees, sublicensees, trustees, creditors, partners, joint venturers, principals, officers, stockholders, directors, employees, staff, agents, representatives, attorneys, predecessors, successors, assigns, assignees, heirs, executors, contractors, vendors, insurers, reinsurers, or any other person or entity acting on its behalf with respect to the conduct alleged in the Action, including but not limited to any AAD-affiliated physicians, branches, clinics, offices, or medical practices and/or their staff or employees, or that the litigation was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to the Data Security Incident at issue in this Action or with respect to any other Released Claim. Defendant may file the Agreement in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue

preclusion or similar defense or counterclaim.

1. In the event that: (a) this Court does not grant Final Approval of the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order in all material respects and substantial form as the Final Approval Order submitted by the Parties with the Motion for Final Approval; or (c) the Settlement does not become final for any other reason, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In such an event, the Parties shall proceed in all respects as if the Agreement had not been executed; the Parties shall in no way be prejudiced in proceeding with or defending this Action; the provisional class certification effected herein will be null and void; and Defendant shall have the right to oppose and object, on any and all grounds, to certification of the Settlement Class or any other class at any future time.

2. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

3. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices they jointly agree are reasonable or necessary.

4. A Final Approval Hearing will be held before the Honorable George Levi Russell III of the United States District Court for the District of Maryland, 101 W Lombard St, Baltimore, MD 21201 on _____, 2026 at __:__ a.m./p.m., to determine: (a) whether the Settlement

should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether the Final Approval Order should be entered in substance materially the same as the Final Approval Order submitted by the Parties with the Motion for Final Approval; (c) whether to approve Class Counsel's Application for Attorneys' Fees, Expenses and Service Awards for the Class Representatives; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class (any change in date shall be posted on the Settlement Website). The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. Plaintiffs and Class Counsel must file all moving papers and briefs in support of Final Approval, inclusive of Class Counsel's Application for Attorneys' Fees and Expenses and Service Awards for the Class Representatives, no later than 45 days before the original date set forth herein for the Final Approval Hearing.

5. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

6. The Court hereby sets the following schedule of events:

Event	Calendar Days Before Final Approval Hearing
Defendant to provide class list to Settlement Administrator	_____, 2026 (10 days after the entry of this order)
Notice Plan Complete	_____, 2026 (30 days after Defendant's provision of the Class List)
Opt-Out Deadline	_____, 2026

	(60 days after the Notice Deadline)
Objection Deadline	_____, 2026 (60 days after the Notice Deadline)
Motion for Final Approval and Application for Attorneys’ Fees, Expenses and Service Awards	_____, 2026 (45 Days before Final Approval Hearing)
Deadline to Respond to Objections	_____, 2026 (15 days before Final Approval Hearing)
Final Approval Hearing	_____, 2026, at __: __ .m.

IT IS SO ORDERED.

DATED: _____, 2026

Hon. George Levi Russell III
UNITED STATES DISTRICT JUDGE

EXHIBIT D

PROPOSED SETTLEMENT BENEFITS PLAN

1. **Capitalized Terms.** Unless defined herein, the capitalized terms used in this Proposed Settlement Benefits Plan (“Benefits Plan”) are defined in the Class Action Settlement Agreement and Release.

2. **Settlement Payments.** The Settlement Administrator will pay Approved Claims from the Net Settlement Fund in the following manner:

A. **Cash Payments:** When submitting a Claim for a Cash Payment, Settlement Class Members must elect either Cash Payment A – Documented Out-of-Pocket Losses, or Cash Payment B – Alternative Pro Rata Cash Payment.

i. *Cash Payment A: Reimbursement of Documented Out-of-Pocket Losses.*

Settlement Class Members who submit a Claim Form for reimbursement of out-of-pocket losses may submit a claim up to \$5,000.00 per individual for documented out-of-pocket losses. To receive reimbursement of out-of-pocket loss must: (1) be an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Security Incident; and (3) the loss occurred between December 21, 2022, and the close of the Claims Period. The categories of reimbursable out-of-pocket losses include:

- a) Unreimbursed fraud suffered;
- b) Long-distance telephone charges;
- c) Cell phone minutes (if charged by the minute);
- d) Internet usage charges (if charged by the minute or incurred solely as a result of the data incident);

- e) Credit monitoring or fraud resolution services purchased after the Data Security Incident;
 - f) Costs of credit reports;
 - g) Bank or other financial institution charges incurred as a result of the Data Security Incident; or
 - h) Other losses directly and reasonably incurred as a result of the Data Security Incident.
- ii. *Cash Payment B: Alternative Pro Rata Cash Payment.* In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a cash payment in the estimated amount of \$100.00.

B. Medical Data Monitoring Services. In addition to the Cash Payments, Settlement Class Members may also elect to enroll in credit monitoring and identity theft protection services. All Settlement Class Members shall be eligible to enroll in three (3) years of free medical data monitoring, specifically CyEx Medical Shield Complete, which includes the following features:

- i. real time monitoring of the credit file at one bureau;
- ii. dark web scanning with immediate notification of potential unauthorized use;
- iii. comprehensive public record monitoring;
- iv. medical record monitoring;
- v. health insurance plan number monitoring;

- vi. medical beneficiary identifier monitoring;
- vii. health savings account monitoring;
- viii. identity theft insurance (no deductible) up to \$1,000,000.00; and
- ix. access to fraud resolution agents to help investigate and resolve instances of identity theft.

All Settlement Class Members are eligible for medical data monitoring, regardless of whether the Settlement Class Member submits a claim for Cash Payment A or B.

3. Pro Rata Adjustments on Cash Payments. All Approved Claims for Alternative Pro Rata Cash Payments (Cash Payment B) will be subject to a *pro rata* increase or decrease from the estimated \$100.00 amount after payment for Approved Claims for Documented Out-of-Pocket Losses (Cash Payment A), any Service Awards awarded to Settlement Class Representatives, any attorneys' fees and costs awarded to Settlement Class Counsel, and all Costs of Notice and Administration. Any *pro rata* increases or decreases to Cash Payment B will be on an equal percentage basis. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Settlement Class Counsel and Defendant's counsel.

4. Filing Approved Claims. Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a Settlement Payment under the Settlement.

- A. The Claims Period will run for one hundred twenty (120) days after the Notice Deadline.
- B. Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the final day of the Claims Period (i.e., by the end of

the one hundred twentieth (120th) calendar day following the Notice Deadline).

All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement although the parties may allow for the submission of late Claim Forms.

- C. In its discretion, to be reasonably exercised, the Settlement Administrator will review all Claim Forms submitted for completeness and accuracy. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim. Decisions of the Settlement Administrator as to the validity of any claims are final and cannot be appealed
- D. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments as soon as practicable after the Effective Date in accordance with the terms of this Agreement

5. Timing of Settlement Payments. Within sixty (60) days of the Effective Date, the Settlement Administrator shall: (1) issue all payments for Cash Payment A based on Approved Claims for out-of-pocket losses; (2) issue all payment for Cash Payment B based on Approved Claims; and (3) issue an activation code to each valid medical monitoring services claimant, which can be used to activate such services. Enrollment codes shall be sent via e-mail.

6. Releases. Settlement Class Members who make a claim for medical monitoring services but never activate their services, as well as Settlement Class Members who do not submit

a claim, will still be deemed Releasing Parties and will be deemed to have released all claims against Released Parties, as outlined in the Settlement Agreement.

7. **Residual Funds.** To the extent that there are any remaining monies in the Net Settlement Fund one-hundred eighty (180) days after the Effective Date, Class Counsel will coordinate with the Settlement Administrator and counsel for Defendant on a plan of disbursement of any residual funds, which may include: (1) extending the medical monitoring services for Settlement Class Members who filed Approved Claims for that benefit for as long as possible; (2) dispersing the residual funds as additional cash payments for Settlement Class Members who filed Approved Claims; or (3) as otherwise proposed by Class Counsel or ordered by the Court. No funds may revert back to Defendant.

E H I B I T E

Confidential Settlement Communication
Subject to Fed. R. Evid. 408
Dechert Draft January 20, 2026

From:

To:

Subject: Email Notice of Class Action Settlement

Class Member ID: << RefNum >>

**IF YOU RECEIVED THIS NOTICE, YOU HAVE BEEN IDENTIFIED AS AN
INDIVIDUAL WHOSE PERSONAL INFORMATION MAY HAVE BEEN
AFFECTED BY A DATA SECURITY INCIDENT THAT OCCURRED
BETWEEN FEBRUARY 14, 2025, AND MAY 13, 2025, INVOLVING ANNE
ARUNDEL DERMATOLOGY, P.A.**

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

This notice is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available on the Settlement Website at www.SettlementWebsite.com or by calling 1-XXX-XXX-XXXX.

A proposed Settlement has been reached in a class action lawsuit against Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”) relating to a Data Security Incident that occurred between February 14, 2025, and May 13, 2025 (“Data Security Incident”), during which unauthorized parties may have accessed personal information. The case is titled *In Re Anne Arundel Data Breach Litigation*, Case No. 1:25-cv-02274-GLR (D. Md.). No court or jury has found any wrongdoing or liability by AAD. AAD denies all allegations and any wrongdoing and maintains that it acted lawfully at all times. The Settlement is not an admission of liability. AAD has entered into this Settlement solely to avoid the time and expense of further litigation.

Am I included?

The Settlement Class includes all persons in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before **Month DD, 2026**. Excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

What are the Settlement Benefits?

Confidential Settlement Communication
Subject to Fed. R. Evid. 408
Dechert Draft January 20, 2026

The Settlement provides a \$2,400,000.00 Settlement Fund, which will include compensation for documented out-of-pocket losses, or an alternative pro rata cash payment, in addition to medical monitoring services. You must submit an Approved Claim to receive Settlement benefits.

- **Cash Payment A – Documented Out-of-Pocket Losses.** Up to \$5,000.00 for documented, unreimbursed costs that were incurred and arose from the Data Security Incident. The loss must have occurred between December 21, 2022, and the close of the Claims Period.
- **Cash Payment B – Alternative Pro Rata Cash Payment.** In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a *pro rata* cash payment in the estimated amount of \$100.00 (subject to *pro rata* adjustments up or down depending on the number of claims).
- **Medical Data Monitoring Services:** Three (3) years of free medical data monitoring provided by CyEx Medical Shield Complete.

How do I receive a Settlement Payment?

Settlement Class Members must submit a Claim Form online at www.SettlementWebsite.com or by mail postmarked by **Month DD, 202Y** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement benefits.

What are my options?

Submit a Claim Form: If you submit a Claim Form, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement.

Exclude Yourself: If you do not want to be legally bound by the Settlement, you must exclude yourself; you will not receive any Settlement benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement.

Object: If you do not exclude yourself, you can object to the Settlement. Any Settlement Class Member who does not submit a timely and valid objection gives up the right to object or to speak at the Final Approval Hearing. They will be bound by the Settlement Agreement and will no longer be able to make any objection to the Settlement.

Complete details on how to exclude yourself or object to the Settlement are available at www.SettlementWebsite.com. The deadline to exclude yourself or object is **Month DD, 202Y**.

Do Nothing: If you do nothing, you will remain in the Settlement Class, you will not be eligible for Settlement benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.

Has the Court approved the Settlement?

The Court has granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on **[Date], at [Time]**, to determine whether the Settlement is fair, reasonable, and adequate, and to consider Attorneys' Fees, Expenses, and Service Awards (\$1,500.00 each) for the Settlement

Confidential Settlement Communication

Subject to Fed. R. Evid. 408

Dechert Draft January 20, 2026

Class Representatives. Settlement Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards will be available on the Settlement Website after it is filed with the Court. If there are objections, the Court will consider them.

You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. You do not need to attend the hearing to receive Settlement benefits.

How do I get more information?

For additional information, please visit www.SettlementWebsite.com or call toll-free 1-XXX-XXX-XXX. You may also write to the Settlement Administrator at AAD Data Settlement, P.O. Box XXX, Baton Rouge, LA 70821.

THIS EMAIL NOTICE IS ONLY A SUMMARY.

E HIBIT F

U.S. District Court for the District of Maryland

IF YOUR PERSONAL INFORMATION WAS POTENTIALLY AFFECTED BY A DATA SECURITY INCIDENT THAT OCCURRED BETWEEN FEBRUARY 14, 2025, AND MAY 13, 2025, INVOLVING ANNE ARUNDEL DERMATOLOGY, P.A., YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT.

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

- A \$2,400,000.00 Settlement has been reached in a class action lawsuit against Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”) relating to a Data Security Incident that occurred between February 14, 2025, and May 13, 2025 (“Data Security Incident”).
- No court or jury has found any wrongdoing or liability by AAD. AAD denies all allegations of wrongdoing and maintains that it acted lawfully at all times. The Settlement is not an admission of liability. AAD has entered into this Settlement solely to avoid the time and expense of further litigation.
- You are part of the Settlement Class if you are an individual residing in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before **Month DD, 2026**.
- Under the terms of the Settlement, Settlement Class Members who timely submit a valid Claim Form may be able to recover the following benefits:
 - **Cash Payment A – Documented Out-of-Pocket Losses.** Up to \$5,000.00 for documented, unreimbursed costs that were incurred and arose from the Data Security Incident.
 - **Cash Payment B – Alternative Pro Rata Cash Payment.** In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a *pro rata* cash payment in the estimated amount of \$100.00.
 - **Medical Data Monitoring Services:** Three (3) years of free medical data monitoring provided by CyEx Medical Shield Complete.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
Submit a Claim Form	The only way to get Settlement benefits is to submit an Approved Claim.	Submitted online or Postmarked by Month DD, 202x
Opt-Out of the Settlement	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by Month DD, 202x
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by Month DD, 202x

Questions? Go to www.SettlementWebsite.com or call **1-XXX-XXX-XXXX**

Do Nothing	Get no Settlement benefits. Be bound by the Settlement.	No Deadline
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the benefits, and how to get them.

The Honorable George Levi Russell III of the United States District Court for the District of Maryland is overseeing this class action. The lawsuit is known as *In Re Anne Arundel Data Breach Litigation*, Case No. 1:25-cv-02274-GLR (“Action”). The people who filed this Action are called the “Plaintiffs” and/or “Settlement Class Representatives” and the company sued, Anne Arundel Dermatology, P.A. (“AAD”), is called the “Defendant.”

2. What is this Action about?

This class action lawsuit arises from an alleged Data Security Incident whereby third parties gained unauthorized access to certain AAD systems between February 14, 2025 and May 13, 2025, resulting in potential access to patients’ personally identifiable information (“PII”) and protected health information (“PHI”). The lawsuit asserts claims against AAD for alleged negligent data security practices and for alleged intentional disclosure of information concerning patients and potential patients.

AAD denies these allegations, maintains that it acted lawfully at all times, and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated. The Court has not decided who is right. Instead, Plaintiffs and Defendant have agreed to a settlement solely to avoid the risk, cost, and time of continuing the Action.

3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and the defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Settlement Class Representatives in this Action are Plaintiffs Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler.

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the Action. AAD maintains that it acted lawfully at all times and has entered into this Settlement solely to avoid the time and expense of further litigation. The Settlement Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement Class if you are an individual residing in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before **Month DD, 202Y**. There are approximately 1,905,338 Settlement Class members.

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

Yes. Excluded from the Settlement Class are (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at **www.SettlementWebsite.com** or call the Settlement Administrator's toll-free telephone number at **1-XXX-XXX-XXXX**.

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT AAD TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit an Approved Claim, you may be eligible for the following Settlement benefits:

Free Medical Data Monitoring Service. Settlement Class Members may elect to enroll in credit monitoring and identity theft protection services. All Settlement Class Members are eligible to receive three (3) years of medical data monitoring services, specifically CyEx Medical Shield Complete, which includes the following features:

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

- (1) real time monitoring of the credit file at one bureau;
- (2) dark web scanning with immediate notification of potential unauthorized use;
- (3) comprehensive public record monitoring;
- (4) medical record monitoring;
- (5) health insurance plan number monitoring;
- (6) medical beneficiary identifier monitoring;
- (7) health savings account monitoring;
- (8) identity theft insurance (no deductible) up to \$1,000,000.00; and
- (9) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Cash Payment A – Documented Out-of-Pocket Losses. If your sensitive information was impacted and you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you may file a claim for reimbursement. The loss must have occurred between December 21, 2022, and the close of the Claims Period. The maximum amount of this reimbursement is \$5,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Security Incident.

This benefit covers out-of-pocket expenses like:

- (1) unreimbursed losses relating to fraud or identity theft;
- (2) bank or other financial institution charges incurred as a result of the Data Security Incident;
- (3) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- (4) costs associated with freezing or unfreezing credit with any credit reporting agency and costs of credit reports;
- (5) credit monitoring costs that were incurred on or after mailing the notice of the cybersecurity incident, through the date of claim submission; and
- (6) miscellaneous expenses such as notary, fax, postage, copying, internet usage, mileage, and long-distance telephone charges;

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Cash Payment B – Alternative Pro Rata Cash Payment. In the alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a *pro rata* cash payment in the estimated amount of \$100.00. All Approved Claims for Alternative Pro Rata Cash Payments (Cash Payment B) will be subject to a pro rata increase or decrease from the estimated \$100.00 amount after payment for Approved Claims for Documented Out-of-Pocket Losses (Cash Payment A), any Service Awards awarded to Settlement Class Representatives, any attorneys’ fees and costs awarded to Settlement Class Counsel, and all Costs of Notice and Administration. Any *pro rata* increases or decreases to Cash Payment B will be on an equal percentage basis.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you.

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement **Section 13** describes the Release, so please read this section carefully. The Settlement Agreement is available at www.SettlementWebsite.com and in the public Court records on file in this lawsuit. For questions regarding the Release and what the language in the Settlement Agreement means, you can also contact Settlement Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Claim Form, **postmarked or submitted online by Month DD, 202x**. Claim Forms may be submitted online at www.SettlementWebsite.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a claim is online. Claim Forms are also available by calling **1-XXX-XXX-XXXX** or by writing to:

AAD Data Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by Month DD, 202Y.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **1-XXX-XXX-XXXX** or by writing to:

AAD Data Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Approved Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.SettlementWebsite.com for updates.

14. How will I receive my payment?

If you submit a timely Claim Form for payment, and if your claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you selected when you submitted your claim, or will be sent a paper check if you selected that option. Several

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

electronic payment options will be available, or you can select a paper check. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Tyler Bean of Siri & Glimstad, LLP; James Pizzirusso of Hausfeld LLP; Gary E. Mason of Mason LLP; James P. Ulwick of Kramon & Graham as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this lawsuit.

Settlement Class Counsel may be contacted at the following addresses and phone numbers:

<p>Gary Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, Illinois 60611 T: (866) 252-0878 gklinger@milberg.com</p>	<p>Tyler Bean SIRI & GLIMSTAD LLP 745 Fifth Avenue, Suite 500 New York, New York 10151 T: (212) 532-1091 tbean@sirillp.com</p>	<p>James Pizzirusso HAUSFELD LLP 1201 17th Street N.W., Suite 600 Washington, D.C. 20036 T: (202) 540-7200 jpizzirusso@hausfeld.com</p>
<p>Gary E. Mason MASON LLP 5335 Wisconsin Avenue, NW Suite 640 Washington, DC 20015 Tel: (202) 429-2290 Email: gmason@masonllp.com</p>	<p>James P. Ulwick, KRAMON & GRAHAM, P.A. 750 East Pratt Street, Suite 1100 Baltimore, Maryland 21202 Phone: 410-752-6030 julwick@kg-law.com</p>	

16. How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a motion asking the Court to award attorneys’ fees as a percentage of the value conferred by the Settlement on the Settlement Class, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Settlement Class Counsel will also request approval of Service Awards of one thousand five hundred dollars (\$1,500.00) for each Settlement Class Representative. If awarded by the Court, the Settlement Administrator will pay attorneys’ fees, litigation expenses, and Service Awards out of the Settlement Fund.

Settlement Class Counsel’s motion for attorneys’ fees, litigation expenses, and Service Awards will be made available on the Settlement Website at www.SettlementWebsite.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

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

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) The name of the proceedings (*In Re Anne Arundel Data Breach Litigation*, Case No. 1:25-cv-02274-GLR) (D. Md.);
- (2) Your full name, telephone number, and current address. If you are opting out on behalf of a Settlement Class Member, you must provide the full name, telephone number, current address, and your relationship to the Settlement Class Member;
- (3) A statement using the words “request for exclusion” or “opt-out” to indicate your desire to exclude yourself from the Settlement Class or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication; and
- (4) Your physical signature as a Settlement Class member.

The opt out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked by Month DD, 202Y**:

AAD Data Settlement Administrator
Exclusions
P.O. Box XXX
Baton Rouge, LA 70821

You cannot opt out by telephone.

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

Any Settlement Class Member who does not file a timely request for exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this Action. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

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

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Security Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Settlement Class Counsel’s motion for attorneys’ fees and expenses.

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked by Month DD, 202Y**.

The objection must also include all of the following information:

- (i) The name of the proceedings: *In re Anne Arundel Data Breach Litigation*, No. 1:25-cv-022743-GLR (D. Md.);
- (ii) The Settlement Class Member’s full name, current mailing address, telephone number, and email address;
- (iii) Include the full name, address, telephone number, and email address of the objector’s counsel (if the objector is represented by counsel);
- (iv) A statement that describes with specificity the grounds for the objection, as well as any documents supporting the objection;
- (v) A statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (vi) A statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (vii) A list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement in the previous 24 months and the outcome of those objections; and
- (viii) The signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member’s attorney.

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked by Month DD, 202Y**, to the Settlement Administrator at:

Settlement Administrator
Objections
P.O. Box XXX
XXXXXXXXXX

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys’ fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

The Court will hold a Final Approval Hearing on **Month DD, 202Y, at XX:XX a.m./p.m.** before the Honorable George Levi Russell III of the **United States District Court for the District of Maryland, 101 W Lombard St, Baltimore, MD 21201.**

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Settlement Class Counsel’s motion for attorneys’ fees and expenses, and Service Awards. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court will decide whether to hold the hearing in person or remotely. Any change will be posted at **www.SettlementWebsite.com**.

23. Do I have to attend to the Final Approval Hearing?

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

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Settlement Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Security Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at **www.SettlementWebsite.com**, by calling **1-XXX-XXX-XXXX** or by writing to:

AAD Data Settlement Administrator
P.O. Box XXX
XXXXXXXXXX

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH
LITIGATION

Case No.: 1:25-cv-02274

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

We, Gary M. Klinger, James J. Pizzirusso, Tyler J. Bean, Gary E. Mason, and James P. Ulwick, being competent to testify, make the following declaration:

1. We are Court-appointed Interim Co-Lead Class Counsel and Interim Co-Liaison Counsel, and proposed Class Counsel¹ for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This Action concerns a Data Security Incident that Plaintiffs assert occurred between February 14, 2025, and May 13, 2025.

3. Beginning on July 11, 2025, Defendant notified certain individuals on behalf of data providers that their Private Information may have been impacted in the Data Security Incident.

4. Shortly thereafter, Plaintiff Natalia Correa filed the first class action complaint against Defendant in the United States District Court for the District of Maryland asserting several causes of action related to its role in the Data Security Incident.

All capitalized terms in this Joint Declaration have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval.

5. Following the filing of Plaintiff Correa's complaint, Defendant was named as a defendant in twenty other actions in the District of Maryland (including one action transferred to the District of Maryland from the Northern District of Georgia) that were materially and substantively similar, as they had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident. An action was also filed in the Circuit Court for Anne Arundel County, Maryland captioned *Tyler . nne rundel dermatology . .*, No. C-02-C -25-002625, filed on September 5, 2025, which was dismissed without prejudice on November 14, 2025.

6. On August 19, 2025, the Court consolidated the 21 Actions pending in the District of Maryland and appointed Gary Klinger of Milberg, PLLC and Tyler Bean of Siri & Glimstad, LLP as interim co-lead class counsel, and Gary E. Mason of Mason LLP as interim liaison class counsel. On August 25, 2025, the Court further appointed James Pizzirusso of Hausfeld LLP as additional interim co-lead class counsel, and James P. Ulwick of Kramon & Graham as additional interim co-liaison class counsel.

7. On September 18, 2025, Plaintiffs filed their Consolidated Class Action Complaint against Defendant, asserting claims on behalf of a nationwide class for (1) negligence; (2) negligence *per se*; (3) breach of contract; (4) breach of implied contract; (5) unjust enrichment; (6) breach of fiduciary duty; (7) invasion of privacy/intrusion upon seclusion; and (8) declaratory judgment. A group of Plaintiffs from Maryland also brought a claim for violations of the Maryland Consumer Protection Act and Maryland Personal Information Protection Act on behalf of the Maryland Subclass.

8. On December 12, 2025, an Amended Consolidated Class Action Complaint was filed to add the State Action Plaintiff, George Tyler, as a named plaintiff.

9. After being appointed as Interim Co-Lead Counsel, we discussed with Defendant's counsel the possible early resolution of the Litigation, which culminated in the Parties participating in a full-day mediation session conducted on October 29, 2025, by the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania. In preparation for the mediation, the Parties exchanged confidential information related to the issues in the lawsuit and mediation position statements that allowed the Parties to assess the case and meaningfully engage in arm's-length settlement discussions. During the mediation, the Parties exchanged additional information pertaining to the Settlement Class and Defendant's financial condition, which further informed their settlement discussions.

10. The information the Parties exchanged before mediation allowed Plaintiffs and Class Counsel to conduct settlement negotiations with substantial information about the facts and merits of the legal claims. Plaintiffs and Class Counsel reviewed key documents and information, which, in consultation with their data security experts, allowed them to confidently evaluate the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial.

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

12. At the mediation, the Parties reached agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against Defendant that were or could have been asserted in the Actions. Thereafter, the Parties drafted the Settlement Agreement.

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

data privacy and data security practices, including those Plaintiffs allege contributed to the Data Security Incident.

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

15. The Settlement was reached without collusion and is the result of good faith, informed, and extensive arm's-length negotiations between competent and experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the core of this Action.

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

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

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

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

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

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

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

23. Class Counsel has no conflicts of interest with the Settlement Class.

24. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs and expenses. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable litigation costs, which shall be paid from the Settlement Fund. Class Counsel will formally request their attorneys' fees and costs through an Application for Attorneys' Fees, Costs, and Service Awards that will be filed

with the Court at least twenty-one (21) days prior to the Objection Deadline.

25. With the Court's approval, the Parties agree to use Eisner Advisory Group ("EAG") for purposes of disseminating Notice and administering the Settlement. EAG is a well-respected and reputable third-party administrator that was mutually selected by the Parties. EAG is highly qualified to manage the entire settlement administration process. The Parties will jointly oversee EAG's activities as settlement administrator in this case.

26. Class Counsel is familiar with the claims they have litigated. As can be seen from their resumes, attached hereto as **E A E**, Class Counsel have significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country, and have recovered hundreds of millions of dollars for the classes we have represented.

27. Class Counsel is confident that the Settlement warrants the Court's Preliminary Approval. Its terms are not only fair, reasonable, adequate, and in the best interests of the Settlement Class, but also are an extremely favorable result with substantial benefits. The Agreement provides significant and concrete benefits to approximately 1,905,338 individuals.

28. Defendant's Counsel are also highly experienced in this type of litigation. Class Counsel and Counsel for the Defendant have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed settlement fairly resolves their respective differences.

29. The risks, expense, complexity, and likely duration of further litigation support preliminary approval of the Settlement. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay.

Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this matter proceeded to trial.

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

31. Although the Parties entered into the Settlement relatively early in the litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

32. Under the circumstances, the Settlement represents a highly favorable compromise that balances the merits of Plaintiffs' claims and the likelihood of succeeding at trial and on appeal with the attendant risks. The inherent uncertainty in litigation presents a risk to Plaintiffs of expending time and money on this case with the possibility of no recovery at all for the Class.

COUNSEL'S RECOMMENDATION

33. Our collective years of experience representing individuals in complex class actions including data breach actions informed Plaintiffs' settlement position, and the needs of

Plaintiffs and the proposed Settlement Class. While we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon our collective substantial experience, it is our opinion that the proposed Settlement of this matter provides significant relief to the members of the Settlement Class and warrants the Court's preliminary approval. The Settlement is well within the range of other data breach settlements in the relief that it provides.

34. The Settlement requires Defendant to pay a total sum of 2,400,000.00 into a non-reversionary common settlement fund. The Settlement's terms are designed to address the alleged potential harms caused by the challenged conduct, including the Data Security Incident, by providing cash compensation to the persons whose information was impacted by the challenged conduct and providing medical data monitoring to prevent future harm. Specifically, under the Settlement, all Settlement Class Members shall have the opportunity to submit a claim for either (a) reimbursement of documented out-of-pocket losses up to 5,000.00 or (b) an alternative payment in an estimated amount of 100.00 (subject to *pro rata* adjustments) from the Settlement Fund. Further, all Class Members will be eligible to receive three (3) years of Medical Data Monitoring through CyEx Medical Shield Complete.

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

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

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

38. Specifically, it provides for direct and individual notice to be provided to all Settlement Class Members via email using the contact information provided by Defendant to the Settlement Administrator. In addition to the individual direct notice provided, the Settlement Administrator will establish and maintain a dedicated Settlement Website that will include information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and AAD's Counsel mutually agree to post, or that the Court orders posted, on the website. The Settlement Administrator will also maintain a toll-free telephone line for Settlement Class Members to obtain additional information.

39. The Notices being provided to Settlement Class Members are also clear and straightforward, defining the class and setting forth the options available to Settlement Class Members under the Settlement Agreement, as well as the deadlines for acting. The Notices also describe the essential terms of the Settlement, disclose the requested Service Awards for the Class Representatives as well as the amount that proposed Settlement Class Counsel intends to seek in

fees and costs, explain procedures for making claims, objections, or requesting exclusion, and describe the date, time, and place of the Final Approval Hearing.

40. The above is consistent with our personal experience and is evidence that Plaintiffs' Counsel has not only negotiated fair, reasonable, and adequate compensation, but has also implemented the means to get the benefits under the terms of the Settlement to Class Members.

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

42. We represent on behalf of the Plaintiffs that there are no agreements related to the Settlement other than those reflected in the Settlement Agreement itself and an agreement with EAG to perform notice and settlement administration services in the event the Settlement is preliminarily approved by the Court.

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

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

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

Executed on January 30, 2026,

/s/ Gary M. Klinger
Gary M. Klinger

/s/ James J. Pizzirusso
James J. Pizzirusso

/s/ Tyler J. Bean
Tyler J. Bean

/s/ Gary E. Mason
Gary E. Mason

/s/ James P. Ulwick
James P. Ulwick

EXHIBIT A



MILBERG.

FIRM RESUME



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

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

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

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

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

Milberg prides itself on providing excellent service worldwide.

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

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

PRACTICE AREAS

SECURITIES FRAUD

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

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

ANTITRUST & COMPETITION LAW

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

FINANCIAL LITIGATION

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

CONSUMER PROTECTION

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

DANGEROUS DRUGS & DEVICES

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

EMPLOYMENT & CIVIL RIGHTS

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

ENVIRONMENTAL LITIGATION & TOXIC TORTS

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

STATE & LOCAL GOVERNMENTS

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

CYBERSECURITY & DATA PRIVACY

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

APPELLATE

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

LEADERSHIP ROLES

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

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

NOTABLE RECOVERIES

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\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

GARY M. KLINGER

Gary M. Klinger is a Senior Partner at Milberg and Chair of its Cybersecurity and Data Privacy Practice Group. Mr. Klinger is recognized as one of the most respected data privacy attorneys in the United States, having been ranked by Chambers and Partners as Band 3 for Privacy & Data Security Litigation (2024)¹ and having been selected to Lawdragon's 500 Leading Litigators in America for his accomplishments in privacy litigation (2024).² Law360 recently highlighted Mr. Klinger's work in the privacy space.³

Mr. Klinger has extensive experience serving as leadership in numerous privacy class actions, including as lead or co-lead counsel in the largest data breaches in the country. See, e.g., *In re: Movelt Customer Data Security Breach Litigation*, 1:23-md-03083 (D. Mass.) (where Mr. Klinger was appointed to the leadership committee in multi-district litigation involving a data breach that impacted more than 95 million consumers); *Isaiah v. LoanDepot, Inc.*, 8:24-cv-00136-DOC-JCE (C.D. Cal) (where Mr. Klinger was appointed co-lead counsel in a data breach that impacted 17 million consumers). Mr. Klinger and his firm have played an important role in developing the favorable case law that many plaintiffs rely on in the data breach space. See e.g., *Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023) (Milberg attorneys obtained a decision from the First Circuit reversing the dismissal with prejudice of a data breach case and finding Article III standing); *In re Arthur J. Gallagher Data Breach Litig.*, 631 F. Supp. 3d 573, 586 (N.D. Ill. 2022) (Milberg attorneys largely defeated a motion to dismiss in a data breach case involving 3 million consumers); *Flores v. Aon Corp.*, 2023 IL App. (1st) (230140) (where Mr. Klinger obtained reversal of a dismissal with prejudice in a data breach class action); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JMC, 2021 WL 2718439, at *1 (D.S.C. July 1, 2021) (Milberg attorneys defeated a standing challenge in a 10 million person data breach case).

Mr. Klinger has settled on a classwide basis more than 100 class actions involving privacy violations, the majority of which are data breaches, in state and federal courts across the country as lead or co-lead counsel. To his knowledge, no other attorney in the country has settled and won court approval of more data breach class actions during this period. Representative cases include: *Parris, et al., v. Meta Platforms, Inc.*, Case No.2023LA000672 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger serves as lead counsel and obtained a settlement of \$64.5 million for 4 million consumers in a privacy class action); *Owens v. MGM Resorts Int'l*, 2:23-cv-01480-RFB-MDC (D. Nev.) (where Mr. Klinger served as lead counsel and obtained a settlement of \$45 million for millions of consumers in a privacy class action); *Boone v. Snap, Inc.*, Case No. 2022LA000708 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger served as lead counsel and obtained a settlement of \$35 million for 3 million consumers in a privacy class action); *In re: East Palestine Train Derailment*, No. 23-cv-00242 (N.D. Ohio) (where Mr. Klinger serves on the leadership team that obtained a settlement of \$600 million in a complex class action).⁴

Mr. Klinger also has the full weight of his law firm behind him. Since its founding in 1965, Milberg has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over \$50 billion in verdicts and settlements. Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.⁵ The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of large-scale wrongdoing. Milberg has been described by the New York Times as “[a] powerhouse that compelled miscreant and recalcitrant businesses to

¹ Only three plaintiffs' lawyers in the country received the distinction of being ranked by Chambers and Partners for Privacy & Data Security Litigation.

² See <https://chambers.com/lawyer/gary-klinger-usa-5:26875006>; <https://www.lawdragon.com/guides/2023-09-08-the-2024-lawdragon-500-leading-litigators-in-america>.

³ <https://www.law360.com/articles/1854005/rising-star-milberg-s-gary-klinger>.

⁴ Mr. Klinger has also successfully litigated contested class actions through class certification. See, e.g., *Sewall v. Home Partners Holdings LLC*, No. A23-1662, 2024 WL 64318, at *1 (Minn. Ct. App. Jan. 2, 2024) (denying interlocutory review to an order granting class certification to a class of lessees in a landlord-tenant dispute); *Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. 2018) (where Mr. Klinger certified, over objection, a nationwide privacy class action involving more than one million class members; the case ultimately settled for \$6.5 million).

⁵ See <https://milberg.com/precedent-setting-decisions/page/3/>.

GARY M. KLINGER

pay billions of dollars to aggrieved shareholders and customers.”⁶

Milberg is one of the largest plaintiffs’ class action firms in the United States (and abroad). The firm currently is involved in some of the largest and well-known class action cases in the country and is particularly active in the field of data breach and privacy litigation. The firm is comprised of more than one hundred-twenty attorneys who work from offices across the United States and in Portugal, the United Kingdom, the Netherlands, and Germany. Milberg attorneys come from diverse backgrounds and reflect the diversity of the bar and the classes they seek to represent—from the standpoint of age, gender, experience, and geographic location.⁷

⁶ Sam Roberts, *Melvyn Weiss, Lawyer Who Fought Corporate Fraud, Dies at 82*, N.Y. TIMES, (Feb. 5, 2018), <https://www.nytimes.com/2018/02/05/obituaries/melvyn-weiss-lawyer-who-fought-corporate-fraud-dies-at-82.html>.

⁷ See Bolch Judicial Institute, Duke Law School, *Guidelines and Best Practices for Large and Mass-Tort MDLs* at 38, 45-46 (2d ed. 2018), available at <https://judicialstudies.duke.edu/wp-content/uploads/2018/09/MDL-2nd-Edition-2018-For-Posting.pdf> (“Duke Guidelines”) (“The judge’s primary responsibility in the selection process is to ensure that the lawyers appointed to leadership positions are capable and experienced and that they will responsibly and fairly represent all plaintiffs, keeping in mind the benefits of diversity of experience, skills, and backgrounds.”).

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



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FIRM RESUME

HAUSFELD PRIVACY & DATA BREACH

About Hausfeld

In the last decade, Hausfeld attorneys have won landmark trials, negotiated complex settlements among dozens of defendants, and recovered billions of dollars for clients both in and out of court. Renowned for skillful prosecution and resolution of complex and class-action litigation, Hausfeld is the only claimants' firm to be ranked in the top tier of private enforcement of antitrust/competition law, as well as a firm to watch in privacy law, in both the United States and the United Kingdom by *The Legal 500* and *Chambers and Partners*. Our German office is also ranked by *The Legal 500* for general competition law.

From our locations in Washington, D.C., Boston, New York, Philadelphia, San Francisco, Amsterdam, Berlin, Düsseldorf, Hamburg, Stockholm, and London, Hausfeld contributes to the development of law in the United States and abroad in the areas of Antitrust/Competition, Commercial and Financial Disputes, Environmental and Product Liability, Human Rights, and Privacy & Data Breach. Hausfeld attorneys have studied the global integration of markets—and responded with innovative legal theories and a creative approach to claims in developed and emerging markets.

Hausfeld was founded by Michael D. Hausfeld, who is widely recognized as one of the country's top civil litigators and a leading expert in the fields of private antitrust/competition enforcement and international human rights. The *New York Times* has described Mr. Hausfeld as one of the nation's "most prominent antitrust lawyers," while *Washingtonian* characterizes him as a lawyer who is "determined to change the world—and succeeding," noting that he "consistently brings in the biggest judgments in the history of law."

Privacy & Data Breach

Hausfeld has long been recognized as a leader in cybersecurity and privacy litigation and has been

involved in many of the largest and most cutting-edge data breach and privacy cases – both in the United States and in Europe. Hausfeld's Technology & Data Breach attorneys have led dozens of cases and been pioneers in seeking compensation for victims of data breaches and privacy violations. Hausfeld has also contributed to the development of privacy law in the United States and abroad. We have recovered billions of dollars of benefits for consumers and other entities in legal actions against retailers, healthcare companies, credit bureaus, and others whose ineffective security measures led to the exfiltration of private information. We have also been pioneers in seeking enhanced business practice changes to ensure that such data is protected in the future.

Hausfeld's accolades in the cybersecurity world are unmatched. Hausfeld is the only plaintiffs' firm in the country ranked by *Legal500* in Cyber Law (including data privacy and data protection). *Chambers and Partners* ranks the leading lawyers and law firms across the world. In 2025, it ranked Jamie Pizzirusso, Hausfeld's Technology & Data Breach practice group leader, (for the fifth year in a row) as a top lawyer in "Privacy and Data Security: Litigation." It described Mr. Pizzirusso as "a highly experienced litigator, noted for his successful track record acting for plaintiffs in high-stakes cybersecurity and privacy law class actions." Hausfeld is also the only Plaintiffs' firm in the country to be ranked for the fifth year in a row by *Chambers* in the category of Privacy & Data Security: Litigation, Nationwide where they wrote: "Hausfeld provides high-quality counsel, really some of the best and brightest." In 2024, *The National Law Journal* recognized Hausfeld as the top firm in the Privacy/Data Breach category in their Elite Trial Lawyer awards. The *The National Law Journal* also named Mr. Pizzirusso as one of its "2023 Class Action/Mass Tort Trailblazers" for his work on data breach and privacy cases and in 2017 as a "Cybersecurity Trailblazer." In 2020, *The National Law Journal* recognized Mr. Pizzirusso as a "Washington Trailblazer" for his role in data breach and privacy matters. *Law360* recognized Hausfeld as having a "2021

Practice Group of the Year” in Cybersecurity & Privacy. Additionally, in 2021, Mr. Pizzirusso was personally named as one of *Law360*’s “Cybersecurity & Privacy MVPs” (the only plaintiffs’ attorney to receive that distinction). *SuperLawyers* has recognized Mr. Pizzirusso as a “Top Rated Class Action & Mass Torts Attorney” in Washington, DC since 2016 and Lawdragon has named him as one of 500 Leading Plaintiff Consumer Lawyers since 2019.



Hausfeld, which ‘commits extensive resources to the most difficult cases,’ widely hailed as one of the few market-leading plaintiff firms.

The Legal 500

Hausfeld: a global reach

Hausfeld’s international reach enables it to advise across multiple jurisdictions and pursue claims on behalf of clients worldwide. Hausfeld works closely with clients to deliver outstanding results while always addressing their business concerns. Hausfeld does so by anticipating issues, considering innovative strategies, and maximizing the outcome of legal disputes in a way that creates shareholder value. The firm’s inventive cross border solutions work to the benefit of the multinational companies it often represents.

Creative solutions to complex legal challenges

Hausfeld lawyers consistently apply forward-thinking ideas and creative solutions to the most vexing global legal challenges faced by clients. As a result, the firm’s litigators have developed numerous innovative legal theories that have expanded the quality and availability of legal recourse for claimants around the globe that have a right to seek recovery. Hausfeld’s impact was recognized by the *Financial Times*, which honored Hausfeld’s European team with the “Innovation in Legal Expertise - Dispute Resolution,” award, which was followed up by FT commending Hausfeld’s North American team for its innovative work in the same category. In addition, *The Legal 500* has ranked Hausfeld as the only top tier claimants firm in private enforcement of antitrust/competition law in both the United States and the United Kingdom. For example, the landmark settlement that Hausfeld negotiated to resolve claims against Parker ITR for antitrust overcharges on marine hoses represented the first private resolution of a company’s global cartel liability without any arbitration, mediation, or litigation—creating opportunities never before possible for dispute resolution and providing a new model for global cartel settlements going forward.

Unmatched global resources

The firm combines its U.S. offices on both coasts and vibrant European presence with a broad and deep network around the globe to offer clients the ability to seek redress or confront disputes in every corner of the world and across every industry. With over 165 lawyers in offices in Washington, D.C., Boston, New York, Philadelphia, San Francisco, Amsterdam, Berlin, Düsseldorf, Hamburg, Stockholm, and London, Hausfeld is a “market leader for claimant-side competition litigation” (*The Legal 500*).

Litigation achievements

Hausfeld has achieved groundbreaking decisions and settlements on behalf of victims of data breach and privacy violations, including:

In re: T-Mobile Customer Data Security Breach Litigation MDL Represented a class of plaintiffs, as co-lead counsel, whose data was exposed during a 2021 breach, securing a \$350 million settlement and an agreement to increase data security spending by \$150 million over the next two years, one of the largest per capita settlements ever reached in a large data breach.

In re Marriott International Inc., Customer Data Security Breach Litig. Representing a class of plaintiffs as co-lead plaintiffs’ counsel against hotel chain Marriott and its data security vendor Accenture. Hausfeld’s filing came on the heels of Marriott’s admission that approximately 5.25 million unencrypted passport numbers and 20.3 million encrypted passport numbers were among the sensitive customer records accessed by hackers. A federal judge in Maryland granted class certification in May 2022, issuing a 70-plus page opinion certifying the case for trial. The opinion allows the plaintiffs to seek damages related to overpayment for hotel rooms, as well as statutory and nominal damages. The Court also found that consumers might be able to recover damages for the inherent value of their personal information stolen during the breach. This is by far the largest of any consumer data breach class action ever certified. The order was later overturned on other grounds.

In re Equifax, Inc. Customer Data Security Breach Litig. Reached a \$1.5 billion settlement for data breach victims as part of the court-appointed Plaintiffs’ Steering and Settlement Committee. This massive 2017 breach exposed the Social Security numbers, birth dates, addresses, driver’s licenses, and credit card numbers of millions of consumers. In 2021, the Eleventh Circuit Court of Appeals upheld the settlement over the appeal of several objectors making it the largest data breach settlement ever approved by a Circuit Court of Appeals.

In re TikTok, Inc. Consumer Privacy Litig. Obtained a \$92 million settlement, one of the largest Biometric Information Protection Act (“BIPA”) settlements ever, against popular app, TikTok. TikTok violated the Illinois BIPA laws, as well as numerous other privacy statutes, with its face capturing software that numerous minors and young adults use to share videos and messages.

In re Target Corporation Customer Data Security Breach Litig. Secured a \$60 million settlement to a nationwide class of financial institutions after class certification. This data breach was the largest data breach at the time, where financial institutions were forced to replace millions of credit cards. The settlement covered the out-of-pocket costs sustained due to the breach and required Target to implement numerous data security changes going forward.

In re Premera Blue Cross Customer Data Sec. Breach Litig. Secured a \$74 million settlement, as a member of the Executive Leadership Committee, on behalf of health insurance customers’ whose data was stolen. Premera Blue Cross was aware of their inadequate data security when an employee opened a phishing email, giving hackers access to company data.

Baker v. ParkMobile, LLC. This case asserts that ParkMobile was negligent in allowing attackers to access records of 21 million customers. Consumers sued ParkMobile LLC for a data breach that affected users of the parking app. The ParkMobile app allows users to pay for parking without having to use a traditional meter. The complaint alleges that ParkMobile was negligent in its safeguarding of consumer data, which led to the data breach of users’ license plate numbers, email addresses, telephone numbers, passwords, and other mobile app account information. The cases in the Northern District of Georgia have been consolidated and Swathi Bojedla of Hausfeld was appointed to the Plaintiffs’ Steering Committee. ParkMobile moved to dismiss arguing that the plaintiffs’ negligence claim fails because the company did not have a duty to protect consumer data under Georgia law, and no personal information was affected. In August 2022, however, the court disagreed, holding that ParkMobile did indeed have a legal duty to protect the information that was compromised, and, as such, it was too early in the proceedings to simply accept ParkMobile’s premise that sensitive information was not exposed. In September 2023, Park Mobile again attempted to have the case dismissed in a Motion for Judgment on the Pleadings but the court once again denied most of the Motion dismissing only three of the pending claims. Hausfeld took the lead role on drafting the plaintiffs’ class certification motion, securing final approval on a \$30,000,000 settlement in 2025.

In Re: Post Meds, Inc. Data Breach Litigation. Hausfeld serves as co-lead counsel, appointed in March 2024, in a data breach case against Post Meds, Inc. an online pharmacy delivery service that was targeted by cybercriminals who stole customers’ sensitive information during a breach of its systems in August 2023. Information stolen included pharmacy management files, patient names, medications, and prescribing doctor information. The team has brought action against Post Meds seeking monetary damages, restitution, and/or injunctive relief for a proposed class of individuals whose who allege that the breach exposed users’ personally identifying information of hundreds of thousands of patients. A \$7,500,000 settlement was reached and final approval obtained in 2025.

In re Wawa, Inc. Data Security Litigation. Hausfeld serves as court-appointed Interim Co-lead Counsel in In re Wawa Data Security Litigation (No. 19-cv-6019, E.D. Pa.) for a proposed class of financial institutions alleging the convenience-store chain’s negligence resulted in a massive data breach, compromising more than 30 million payment cards used at up to 850 store locations on the East Coast. The card issuers sustained losses from issuing refunds for fraudulent purchases, replacing compromised cards, and monitoring and blocking unauthorized transactions, among other injuries. In May 2022, the Court rejected Wawa’s arguments and motion to dismiss Plaintiffs’ claims for negligence and injunctive relief. On March 13, 2023, plaintiffs filed for preliminary approval settlement of up to \$28.5 million on behalf of a class of financial institutions, led by a plaintiff group composed of Inspire Federal Credit Union, Insight Credit Union, and Greater Cincinnati Credit. Of the \$28.5 million settlement, up to \$18.5 million will directly compensate financial institutions for card cancellations and replacement costs, up to \$8 million will compensate card issuers for fraud losses incurred on affected customer cards, and up to \$2 million for other costs incurred by financial institutions from the breach as an alternative to filing another form of claim.

Bointy v. Integris Health, Inc. Hausfeld serves as Co-Lead Counsel in this state court class action arising from a cyberattack on Integris Health, Oklahoma’s largest nonprofit healthcare system. The breach compromised the personal and medical information of approximately 2.4 million individuals, including names, birthdates, contact details, health diagnoses, and insurance information. After coordinated case development and settlement negotiations, the parties reached a \$30 million settlement that includes monetary compensation, credit monitoring, and mandatory improvements to Integris’s cybersecurity infrastructure that was granted final approval in December 2025.

JAMES J. PIZZIRUSSO

Partner
Washington, DC

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☎ +1 202 540 7154

in [LinkedIn](#)



OVERVIEW

As a co-founder of the firm and current member of the firm's Management Committee, James has led Hausfeld's Data Breach/Privacy and Consumer Protection practice groups since the firm's inception and courts have personally appointed him to leadership positions in dozens of successful class actions. He has diverse practice centering on cybersecurity and privacy law, but he has also handled cases involving consumer protection, antitrust law (with an emphasis in agriculture), and sports and entertainment law. James' practice also includes domestic and international environmental and public health litigation.

Clients

James has pursued justice on behalf of his clients, both domestically and abroad, in a wide variety of practice areas and on behalf of notable clients. Aside from representing consumers suffering from data breaches, privacy violations and consumer fraud, his clients have included musicians (e.g., Chuck D. of Public Enemy and The Black Sheep) and professional athletes (e.g., Jim Brown). He has successfully resolved the claims of numerous farmers and landowners in Barbados who suffered reduced crop yields and property damages as a result of a massive jet fuel spill. James has also represented farmers and other entities seeking damages related to unauthorized releases of genetically modified crops. Domestically, he has represented municipalities and individuals suffering harm related to lead paint and other toxic products.

James' distinctive approach to litigation has resulted in recoveries of billions of dollars for his clients and class members.

EDUCATION

George Washington University Law School, J.D., with honors, 2001
University of Tennessee-Knoxville, B.A., *summa cum laude*, 1998

BAR ADMISSIONS

District of Columbia
The Supreme Court of the United States
United States Court of Appeals for the Fourth Circuit
United States Court of Appeals for the Sixth Court
United States Court of Appeals for the Ninth Court
Several Federal District Courts

AFFILIATIONS

ABA Antitrust Law Section's Consumer Protection Committee, Vice Chair (2022-2024)
ABA Antitrust Law Section's Competition Torts Committee, Vice Chair (2020-2022)
ABA Antitrust Section's Food & Agriculture Committee, Co-Chair (2017)
ABA Antitrust Section's Food & Agriculture Committee, Vice Chair (2014-2016)
ABA Antitrust Section's Trade, Sports, Professional Associations Committee, Vice Chair (2012- 2013)
George Washington University Law School, Adjunct Professor, Environmental and Toxic Torts (2009)
George Washington University Law School, Visiting Associate Professor of Clinical Law, Vaccine Injury Clinic (2007)
Sedona Conference Data Security and Privacy Liability (Working Group 11) Steering Committee, Appointed Member (2020-2023)

WHAT OTHERS SAY

Chambers and Partners

- Band 2, Privacy and Data Security: Litigation, since 2024
- Band 3, Privacy and Data Security: Litigation since 2021-2024
- Global Guide: Privacy & Data Security: Litigation - USA in 2023
- Hausfeld ranked as band 1 in Privacy and Data Security Litigation (nationwide) (the only Plaintiffs' firm in the country to receive a Band 1 ranking)

Financial Times

- Shortlisted Hausfeld for the "Innovative Lawyers in Cyber Security and Data Protection" Award

Law360

- Hausfeld recognized as "2021 Practice Group of the Year" in Cybersecurity & Privacy
- [Cybersecurity & Privacy MVP](#) in 2021 (the only plaintiffs' attorney to receive that distinction)
- [Runner up Litigator of the Week](#) in December 2023

Lawdragon

- 500 Leading Environmental & Energy Lawyer in 2021
- The Green 500: Leaders in Environmental Law in 2021
- 500 Leading Plaintiff Consumer Lawyers since 2019
- 500 Leading Litigators in America in 2022

Legal 500

- Hausfeld ranked as Tier 4 in Media, Technology, and Telecom: Cyber Law (Including Data Privacy and Data Protection) since 2024

National Law Journal

- [Elite Trial Lawyers](#), Hausfeld wins Privacy/Data Breach category in 2024
- Class Action/Mass Tort Trailblazer in 2023
- Washington, D.C. Trailblazer in 2020
- Cybersecurity Trailblazer in 2017

Super Lawyers

- Super Lawyer, Consumer Law in Washington, DC since 2016

Who's Who Legal

- Global Leader, Competition: Plaintiff in 2020 & 2023
- International Who's Who of Competition Lawyers & Economists by the Global Competition Review and Who's Who Legal in 2014.

Other

- DC Local Litigation Star from 2013-2015 and Antitrust Litigation Star in 2012 by Benchmark Litigation.
- One of just four Rising Stars under 40, Consumer Protection and Privacy Law in 2012 by Law360.
- James is regularly asked to appear as a speaker at conferences around the country and has presented on topics including antitrust, consumer protection, toxic torts, and public interest litigation.
- Legal 500 - Firms To Watch: Cyber law (including data privacy and data protection)

EXPERIENCE**Technology & Data Breach (Practice Group Chair)****MDLs (14)**

- *In re PowerSchool Holdings, Inc. and PowerSchool Group Customer Sec. Breach Litig.*, 25-md-3149-BEN-MSB (S.D. Cal.) (Co-Lead)
- *In re: Evolve Bank & Trust Cust. Data Sec. Litig.*, 2:24-md-03127-SHL (W.D. Tenn.) (PSC) (\$11M settlement)
- *In re: Snowflake, Inc., Data Sec. Breach Litig.*, 2:24-md-03126-BMM (D. Mont.) (PEC) (various settlements)
- *In re: Perry Johnson & Associates Medical Transcription Data Sec. Breach Litig.*, 1:24-MD-3096-RPK-LGD (E.D.N.Y.) (Co-Lead)
- *In re: MOVEit Customer Data Sec. Breach Litig.*, 1:23-md-03083-ADB (D. Mass.) (PSC) (various settlements)
- *In re: T-Mobile 2022 Customer Data Sec. Breach Litig.*, 4:23-md-03073-BCW (W.D. Mo.) (Co-Lead)
- *In re: Overby-Seawell Co. Customer Data Sec. Breach Litig.*, MDL No. 1:23-md-03056 (N.D. Ga.) (PSC) (\$6.5M settlement)
- *In re: T-Mobile Data Security Breach Litig.*, MDL No. 4:21-md-03019-BCW (W.D. Mo.) (Co-Lead) (\$500M settlement)
- *In re: American Medical Collection Agency, Inc. Customer Data Sec. Breach Litig.*, MDL No. 19-md-2904 (D.N.J.) (Steering Committee) (various settlements)
- *In re: Marriott International Inc., Customer Data Security Breach Litig.*, MDL No. 19-md-2879 (D. Md.)
- *In re: Equifax, Inc. Customer Data Sec. Breach Litig.*, MDL No. 1:17-md-2800-TWT (N.D. Ga.) (PSC and Settlement Committee) (\$500 million settlement with \$1 billion in upgraded data security) (largest data breach settlement ever reached)
- *In re: Premera Blue Cross Customer Data Sec. Breach Litig.*, MDL No. 3:15-md-2633-SI (D. Or.) (Executive Leadership Committee) (\$74M settlement)
- *In re: The Home Depot, Inc. Customer Data Security Breach Litig.*, MDL No. 14-md-02583 (N.D. Ga.) (Chair of PSC) (-\$35M settlement)
- *In re: Target Corporation Customer Data Security Breach Litig.*, MDL No. 14-2522 (D. Minn.) (Steering Committee on behalf of financial institutions) (\$60M settlement)

Other (28)

- *In re: Oracle Corp. Data Breach Litig.*, 1:25-cv-01964-ADA (W.D. Tex.) (PSC, Settlement Chair)
- *In re: Kelly Benefits Data Breach Litig.*, 1:25-cv-1304-SAG (D. Md.) (Co-Lead)
- *In re: Boyd Gaming Corop Breach Litig.*, 2:25-cv-01814 (D. Nev.) (Co-Lead)
- *In re Anne Arundel Data Breach Litig.*, 1:25-cv-02274-GLR (D. Md.) (Co-Lead)
- *Doe 1 v. Weiss*, 2:25-cv-10999-MAG-EAS (E.D. Mich.) (Co-Lead)
- *In re: Capital One Financial Corporation, Affiliate Marketing Litigation*, 1:25-cv-00023-AJT (E.D.V.A.) (Co-Lead)
- *Harrell v. WebTPA Employer Services, LLC.*, No. 3:24-cv-01158-L-BN (PSC, \$13.75M settlement)
- *Stroup, et al. v. Cardiovascular Consultants, LTD.*, Case No. CV2023-020048 (Ariz. Sup. Ct., Maricopa County) (PSC, \$3.85M settlement)
- *In re: Sav-RX Data Breach Litig.*, 8:24-00204-RFR-RCC (D. Neb.) (Co-Lead)
- *In re: HealthEC LLC Data Breach Litig.*, No. 2:24-cv-00026-JKS-ESK (D.N.J.) (Plaintiffs' Executive Committee) (\$5.5M settlement)

- *In re: Harvard Pilgrim Data Security Incident*, No. 1:23-11211-NMG (D. Mass.) (Co-Lead) (\$16M settlement)
- *Detrixhe v. Integris Health, Inc.*, CJ-2023-7235 (Dist. Ct. Okl. Cty) (Co-Lead) (\$30M settlement)
- *In re: Entertainment Partners Data Breach Litig.*, 2:23-cv-06546-CAS-PVC (PSC) (\$10M settlement)
- *In re: Postmeds, Inc., Data Breach Litig.*, No. 4:23-cv-05710-HSG (N.D. Cal.) (Co-Lead) (\$7.5M settlement)
- *In re: Enzo Biochem Data Sec. Litig.*, 2:23-cv-04282 (E.D.N.Y.) (Co-Lead) (\$7.5M settlement)
- *Gordon v. Zeroed-In Technologies, LLC*, 1:23-cv-03284-BAH (D. Md.) (Co-Lead)
- *Cabezas v. Mr. Cooper Group, Inc.*, No. 3:23-cv-2453-N (N.D. Tex.) (Chair of EC)
- *In re: Capital Health Systems, Inc., Data Breach Litig.*, No: 3-23-cv-23234 (D.N.J.) (Co-Lead)
- *Miller v. NextGen Healthcare, Inc.*, 1:23-cv-02043 (N.D. Ga.) (PSC) (\$19,375,000 settlement)
- *Owens v. MGM Resorts Int'l.*, 2:23-cv-01480 (D. Nev.) (\$45 million settlement)
- *In re: Data Breach Sec. Litig. Against Caesars Ent., Inc.*, 2:23-cv-01447 (D. Nev.) (PSC)
- *In re: HCA Healthcare, Inc. Data Sec. Litig.*, 3:23-cv-00684 (M.D. Tenn.) (Executive Committee)
- *Doe v. Highmark, Inc.*, No. 2:23-cv-00250-NR (W.D. Pa.) (PSC); *Price v. Carnival Corp.*, 3:23-cv-00236-GPC-DTF (S.D. Cal.) (Co-Lead)
- *Kolstedt v. TMX Fin. Corp. Serv., Inc.*, 4:23-cv-00076 (S.D. Ga.) (PSC) (\$32M settlement)
- *In re: LastPass Data Sec. Incident Litig.*, 1:22-cv-12047-PBS (D. Mass.) (Co-Chair of PSC)
- *In re: Arby's Rest. Group, Inc. Data Security Litig.*, 1:17-cv-514-AT (N.D. Ga.) (Co-Lead) (-\$5M settlement)
- *First Choice Federal Credit Union v. Wendy's*, 2:16-cv-00506 (W.D. Pa.) (Plaintiffs' Executive Committee) (\$50M settlement)
- *Greater Chautauqua Federal Credit Union v. Kmart Corp.*, 1:15-cv-02228 (N.D. Ill.) (Co-Lead) (-\$18.5M settlement)

Antitrust/Competition

- *In re Processed Egg Products Antitrust Litig.* - \$136 million in settlements reached on behalf of direct purchasers of shell eggs.
- *In re Fresh and Process Potatoes Antitrust Litig.* - \$19.5 million settlement reached on behalf of purchasers of potatoes.
- *In re New Jersey Tax Sale Certificates Antitrust Litig.* - \$9.5 million settlement on behalf of victims of bid-rigging conspiracy related to tax sale certificates.

Deceptive Business Practices & Consumer Protection

- *Morris v. Bank of America, N.A.* (Co-lead, \$75 million settlement involving excessive overdraft and insufficient funds fees)
- *In re Sony PS3 "Other OS" Litig.* (Co-Lead, \$4 million settlement)
- *Radosti v. Envision EMI, LLC* (Co-Lead, \$17.5 million nationwide settlement)
- *In re Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litig.* (Co-Lead, \$8 million nationwide settlement)
- *Brown v. Transurban (USA), Inc.* (Co-lead, nationwide settlement in this case involving excessive toll lane fees)
- *In re Honey Transshipping Litig.* (Co-Lead, \$4 million nationwide Lanham Act settlement on behalf of honey producers)
- Represented Vital Farms in Lanham Act litigation against competitor resulting in confidential settlement

Environmental & Product Liability

- *Bhatia v. 3M Company* (Chair of the Plaintiffs' Executive Committee; \$32.5 million settlement for dentists who purchased defective Lava crown material)
- *Wolph v. Acer America Corp.* (Co-lead; disputed class involving defective computers certified on a nationwide basis; \$22.7 million settlement)
- *Pelletz v. Weyerhaeuser Company* (Case involving defective decking product; nationwide settlement)
- *In re Monsanto Company Genetically-Engineered Wheat Litig.* (Chair of lead counsel group; settled claims for individual wheat farmers impacted by contamination from genetically engineered wheat)
- Represented numerous farmers and landowners in Barbados related to jet fuel contamination claims, confidential settlement achieved.

Sports & Entertainment

- *In re Warner Music Group Corp. Digital Downloads Litig.* - Nationwide settlement of royalty dispute involving \$11.5 million in past damages and future royalty increases in perpetuity.
- *James v. UMG Recordings, Inc.* - Nationwide settlement of royalty dispute involving \$11.5 million in past damages and future royalty increases in perpetuity.
- *Dryer v. Nat'l Football League* - \$50 million settlement on behalf asserting copyright and publicity rights claims from the NFL's use of retired players' images and likenesses.

E HIBIT C

Siri | Glimstad



FIRM RESUME



Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

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Attorney Profiles

Aaron Siri

Managing Partner

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

Mason A. Barney

Senior Partner

Mason A. Barney is an experienced trial attorney who for nineteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., *summa cum laude* from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches. Mr. Barney has also served as counsel of record for numerous lawsuits involving alleged violations of the Illinois Genetic Information Privacy Act, successfully opposing dispositive motions and defeating improperly raised affirmative defenses.

Mr. Barney is recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at Brooklyn College in New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.

Elizabeth Brehm

Senior Partner

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating *magna cum laude*, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.

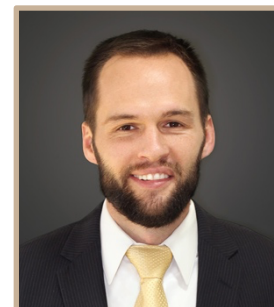


Walker Moller

Partner

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated *summa cum laude* in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.

Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.



Tyler J. Bean

Partner

Tyler J. Bean graduated from the University of Oklahoma's Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean's List.



After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.

Kent. M. Williams

Attorney

Kent M. Williams has over 30 years of experience representing large classes of consumers, employees, and small businesses in antitrust, wage and hour, consumer fraud, data breach, privacy, employment discrimination, securities fraud, trespass, and product liability lawsuits.



Mr. Williams received his J.D. magna cum laude with legal writing honors from the University of Minnesota in 1991, where he was published in the University of Minnesota Law Review and competed against other law schools as a member of Minnesota's Jessup International Law Moot Court Competition Team.

After a summer internship with Jenner & Block in Chicago, Mr. Williams decided to remain in the Twin Cities, where he joined Dorsey & Whitney, one of the largest firms in the Midwest. After a few months, Mr. Williams yearned for more "hands on" experience, so he moved to Opperman Heins & Paquin (now known as Lockridge Grindal Nauen PLLP), a class action boutique where he was responsible for a variety of class and non-class matters. One of his most memorable experiences at OHP was coordinating the successful defense of the late Dr. John S. Najarian, a renowned surgeon who was accused by the Food and Drug Administration of illegally marketing and selling Minnesota antilymphocyte globulin ("MALG"), an anti-rejection

drug that Dr. Najarian had developed into what became the immunosuppressive “gold standard” for transplant surgery.

In 1994, Mr. Williams and four other attorneys formed a new class action firm, Heins Mills & Olson, P.L.C. His practice expanded to include class actions against major manufacturers of infant formula, industrial diamonds, hearing aids, polybutylene pipe, synthetic stucco, and other products. He advocated fiercely for consumers in antitrust cases, winning one of the first-ever contested indirect purchaser class certifications in the country, as well as an appellate court victory in North Carolina that established a private right of action for indirect purchasers in that state. Mr. Williams also represented landowners in class actions alleging trespass against railroads and telecommunications companies for burying fiber optic cable on private property without permission.

A firm believer that “variety is the spice of life,” in the mid-2000s, Mr. Williams decided to open a solo practice that allowed him to branch out into other areas of the law, while continuing to represent plaintiffs in class actions and other complex commercial matters. Over the next twenty years, Mr. Williams successfully handled a diversity of probate, family law, land-use, administrative law, criminal law, and employment law matters. During that same time period, he served as trial and/or lead counsel in a number of behemoth class actions brought against Big Pharma, Microsoft, and other large corporations. Mr. Williams is recognized as one of the first lawyers in the country to wage mass arbitration “guerilla warfare” (in the words of one legal commentator) by bringing hundreds of individual wage-and-hour arbitrations against a large, well-known restaurant chain.

More recently, Mr. Williams has expanded his practice to include consumer privacy litigation. He manages the Firm’s genetic and biogenetic information privacy litigation group, and he serves as class counsel in a number of privacy cases, including one brought against a well-known online healthcare company. At the same time, Mr. Williams continues to advocate for consumers victimized by price-fixing, monopolization, securities fraud, financial fraud, and other unlawful schemes.

Oren Faircloth

Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, *magna cum laude*, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation,



Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been

recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.

Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

Wendy Cox

Attorney

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life-saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.



Wendy Cox graduated *cum laude* from the State University at Buffalo Law School in New York and *summa cum laude* from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

Catherine Cline

Attorney

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.



Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.

Dana Smith

Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

Ms. Smith graduated *cum laude* from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.



Sonjay Singh

Attorney

Sonjay Singh is a seasoned litigator with broad experience in data privacy matters.

Prior to joining Siri & Glimstad, Mr. Singh worked with prominent plaintiffs' firms in the District of Columbia and Pennsylvania, where he brought claims for individuals affected by data privacy violations, predatory lending, defective products, false advertising, institutional abuse, and other corporate misconduct. Mr. Singh has also practiced as a trial lawyer,



pursuing personal injury, medical malpractice, defective premises, and other tort cases on behalf of his clients.

Mr. Singh graduated from Temple University's Beasley School of Law with both his J.D. and a certificate in Trial Advocacy and Litigation. During his time in law school, he was active on campus, and served as Vice President of the Student Bar Association. Mr. Singh also competed on Temple's highly-ranked Trial Team, winning the Inter-American Invitational at the University of Puerto Rico among other honors. For his dedication to plaintiffs' representation, Mr. Singh was named the Eisenberg Scholar, a scholarship given yearly to the outstanding student in civil litigation, and received the Trial Program Award for excellence in trial advocacy. Upon

graduating, Mr. Singh was inducted into the Rubin Public Interest Society for his commitment to public service.

Mr. Singh is active in the legal community, and served as the 2022-23 Communications Chair for the MSBA Young Lawyers Division. Before starting his legal career, Mr. Singh co-founded a DEI hiring and recruiting startup, and was elected to serve as Democratic Committeeperson for the Townships of Marple and Newtown, PA.

Neil Williams

Attorney

With a robust background in data breach litigation, Mr. Williams is a seasoned legal professional dedicated to protecting the interests of clients in the digital age. Leveraging his extensive experience in cybersecurity law and privacy regulations, he has successfully represented numerous individuals in complex data breach cases. Mr. Williams meticulously navigates the intricate legal landscape surrounding data breaches, providing strategic counsel and vigorous advocacy to achieve favorable outcomes for his clients.



Mr. Williams received his J.D. from Charleston School of Law, where he was awarded CALI Awards on two occasions for the top grade in his class. He also worked alongside several South Carolina Pro Bono Services to ensure that competent legal representation was reaching the most at need populations in the area. Mr. Williams received his undergraduate degree from the University of South Carolina.

Jordan Underhill

Attorney

Prior to joining Siri & Glimstad, Jordan Underhill worked as an Assistant Attorney General for the Texas Office of Attorney General. While at the Texas OAG, he prosecuted multi-million-dollar civil fraud cases against pharmaceutical companies, hospital systems, and other entities accused of misappropriating taxpayer funds.

Mr. Underhill also worked for many years at a nonprofit organization where he provided free legal representation to low-income individuals. His work there covered a wide range of civil litigation, including housing/property law, family law, employment law, and criminal record sealing.



Mr. Underhill obtained his J.D. from the University of Colorado–Boulder, where he served as a student note editor for the Colorado Technology Law Journal and volunteered for the

Colorado Innocence Project. At Siri & Glimstad, he focuses on class actions involving data privacy issues.

Jack Spitz

Attorney

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.



Sonal Jain

Attorney

Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



Gabrielle Williams

Attorney

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.



Alyssa Tolentino

Attorney

Ms. Tolentino represents consumers in class actions involving data privacy issues. She received her J.D. from St. John's University School of Law where she served as Editor-in-Chief of the New York International Law Review. During law school, Ms. Tolentino also represented low income New Yorkers in their housing, employment, and public benefits disputes through the Economic Justice Clinic.



Albert Ascianto

Attorney

Ms. Albert Ascianto is a skilled litigator with extensive experience in class and collective action matters. At Siri & Glimstad, Mr. Ascianto represents plaintiffs in privacy class action lawsuits, advocating for individuals harmed by negligent or unlawful data security and privacy practices.



Before joining Siri & Glimstad, Mr. Ascianto concentrated his practice on wage-and-hour litigation in state and federal courts nationwide, including claims involving unpaid "off-the-clock" work and negligent or fraudulent pay practices. Mr. Ascianto also worked to safeguard the rights of whistleblowers throughout the United States in qui tam actions brought under the False Claims Act, as well as advocated for employees in cases challenging employers' unlawful practices affecting workplace benefits and retirement security under ERISA. Earlier in his career, Mr. Ascianto gained valuable experience litigating large-scale environmental contamination class actions and managing a wide range of pharmaceutical mass tort matters.

After obtaining his Bachelor of Arts degree from Western Michigan University with dual majors in creative writing and criminal justice, Mr. Ascianto received his Juris Doctor from Wayne State University Law School. Outside of the classroom, Mr. Ascianto served as Managing Editor of The Journal of Law in Society, President of the Medical and Health Law Society, and Vice President of Finance for the Entrepreneurship and Business Law Society. Additionally, Mr. Ascianto gained practical experience in the State of Michigan Appellate Defender Office preparing criminal appellate briefs for incarcerated clients, and as a student attorney in the Legal Advocacy for People with Cancer Clinic at the Barbara Ann Karmanos Cancer Institute. Mr. Ascianto also had the privilege of working as research assistant to late U.S. Senator Carl Levin, where he advocated for the reduction of barriers to treatment for those suffering from Opioid Use Disorder.



Tanner Hilton

Attorney

Tanner R. Hilton is an experienced class action litigator with a focus on data breach and privacy litigation. Mr. Hilton has held multiple leadership roles in data privacy cases in both federal and state courts nationwide and has played a key role in successfully managing numerous class actions from their inception through court-approved settlement. Before joining Siri & Glimstad, Mr. Hilton was an attorney at a class action law firm where he focused primarily on data privacy and securities litigation, while also representing plaintiffs in a variety of consumer protection matters.

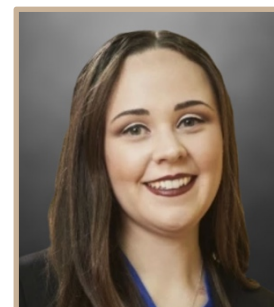


Mr. Hilton earned his bachelor's degree in political science from Texas A&M University in 2019 and his JD from Oklahoma City University in 2022. During law school, Mr. Hilton competed on two national moot court teams, including the NALSA Moot Court Competition Team and the Hispanic National Bar Association Moot Court Competition Team. He also received the CALI Award for Secured Transactions and was inducted into the Order of the Barristers in 2022.

Kennedy Brian

Attorney

Ms. Kennedy Brian is an accomplished attorney in the data privacy litigation sector who practices in state and federal courts across the nation. She has played a pivotal role in obtaining favorable decisions for data breach victims throughout the United States. Ms. Brian has successfully worked on dozens of data privacy cases and has spoken on various data privacy topics at conferences across the nation.



During law school, Ms. Brian was a member of the American Indian Law Review, received awards for trial techniques and moot court, and was listed on the Dean's Honor Roll.

Notable Class Actions Handled By Siri & Glimstad LLP

Hefstetler, et al. v. Upstream Rehabilitation, Inc., et al.

Case No. 2024-902563.00 (AL Cir. Ct., Jefferson Cty.)

Final approval granted for a settlement involving roughly 545,000 class members and a \$4,304,898.50 non-reversionary settlement fund.

Reedy, et al. v. Everlywell, Inc., et al.

Case No. 1:24-cv-02713 (N.D. Ill.)

Final approval granted for a settlement involving 2 million class members and a \$5,000,000 non-reversionary settlement fund.

In re Retina Group of Washington Data Security Incident Litigation

Case No. 8:24-cv-00004 (D. Md.)

Final approval granted for a settlement involving 450,000 class members and a \$3.6 million non-reversionary settlement fund.

Terrance Rosa, et al. v. Brightline, Inc.

Case No. 24-md-03090 (S.D. Fla.)

Final approval granted for a settlement involving over 1 million class members and a \$7,000,000 non-reversionary settlement fund.

In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation

Case No. 2:24-cv-00146 (D. Me.)

Final approval granted for a settlement involving 2 million class members and a \$7.25 million non-reversionary settlement fund.

Corona-Cantu v. Ingo Money, Inc.

Case No. 1:24-cv-03023 (N.D. Ga.)

Final approval granted for a settlement involving 27,000 class members and a \$1.5 million non-reversionary settlement fund.

Buchanan v. Sirius XM Radio, Inc.

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-lead class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.

Thomas v. Dun & Bradstreet Credibility Corp.

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-lead class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.



Gatto v. Sentry Services, Inc., et al.

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-lead class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

Kindle v. Dejana

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-lead trial counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.

MacNaughton v. Young Living Essential Oils, LC,

67 F.4th 89 (2d Cir. 2023)

Successfully reversed motion to dismiss, creating a significant precedent regarding the definition of “puffery” in N.Y. false advertising cases.

MacNaughton v. Young Living Essential Oils, LC,

Case No. 24LA0329 (Cir. Ct. Ill.)

Received final approval of settlement in false advertising class action valued at \$10,000,000.

Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets

Case No. 8:22-cv-01981 (C.D. Cal.)

Final approval granted, appointing firm as sole class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

Medina v. Albertsons Companies, Inc.

Case No. 1:23-cv-00480 (D. Del.)

Obtained final approval of a class settlement involving 33,000 class members and a \$750,000 non-reversionary settlement fund.

In re Sovos Compliance Data Security Incident Litigation

Case No. 1:23-cv-12100-AK (D. Mass.)

Obtained final approval of a class settlement that includes a non-reversionary settlement fund of \$3,534,128.50 involving 490,000 individuals, and separate from the settlement fund, requires the defendant to pay for data security improvements.

Owens v. US Radiology Specialists, Inc.,

Case No. 22 CVS 17797 (N.C. Super. Ct.)

Received final approval for settlement in data breach involving 1,309,429 customer’s private health information, creating non-reversionary settlement fund of \$5,050,000 to compensate class members.



In re: Planet Home Lending, LLC Data Breach

Case No. 3:24-cv-127 (D. Conn.)

Final approval granted for data breach settlement affecting 285,000 individuals, which will create a non-reversionary settlement fund valued at \$ 2,425,000.

In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident

Case No. 2:23-cv-07498 (C.D. Cal.)

Final approval of settlement in second data breach affecting 323,498 individuals, where the settlement agreement calls for the creation of a non-reversionary settlement fund in the amount of \$3,250,000.

Fortra File Transfer Software Data Security Breach Litigation

Case No. 24-MD-03090-RAR (S.D. Fl.)

Appointed to leadership team in nationwide multi-district litigation concerning data breach affecting more than 4,000,000 individuals' personal and health information.

In re UNITE HERE Data Security Incident Litigation

Case No. 1:24-cv-01565-JSR (S.D.N.Y.)

Obtained final approval of data breach settlement affecting roughly 790,000 individuals, creating a non-reversionary settlement fund of \$6,000,000 to compensate class members.

EXHIBIT D



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 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, as well as Co-Lead Counsel in *Brim v. Prestige Care, Inc.*, No. 3:24-cv-05133 (W.D. Wash. Apr. 21, 2025), *Hodge v. AHS Med. Holdings LLC*, No. 3:23-cv-01308 (M.D. Tenn. Aug. 1, 2025), *In re Maryville Data Breach Litig.*, No. GLO-L-000255-24 (N.J. Super. Ct. Gloucester Cnty. Aug. 29, 2025), and *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-00127 (D. Conn. Nov. 18, 2024). He currently serves as Co-Lead Counsel for the following pending cases: *Ayerdi v. Zeta Global Holdings Corp.*, No. 1:25-cv-05780 (S.D.N.Y.) (appointed Oct. 14, 2025); *Brooks v. Tri-Century Eyecare, P.C. d/b/a Tri-Century Eyecare*, No. 2025-07179 (Pa. C.P. Bucks Cnty.) (appointed Dec. 15, 2025); *Fazenbaker v. Cmty. Health Care, Inc.*, No. 1:24-cv-11170 (D.N.J.) (appointed Apr. 29, 2024); *In re Pacific Seafood Data Sec. Litig.*, No. 3:25-cv-01921 (D. Ore.) (appointed Nov. 24, 2025); *In re Tift Reg'l Health Sys., Inc. Data Breach Litig.*, No. 2023CV0313 (Ga. Super. Ct. Tift Cnty.) (appointed Dec. 8, 2023); *Neff v. MCBS, LLC*, No. 1:25-cv-00235 (S.D. Ga.) (appointed Dec. 15, 2025); *Sharber v. FMC Servs., LLC*, No. 111219-D-CV (Tex. 320th Jud. Dist. Ct. Potter Cnty.) (appointed Nov. 16, 2022); and *Stinson v. Yum! Brands, Inc.*, No. 3:23-cv-00183 (W.D. Ky.) (appointed June 6, 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) (Co-Lead Counsel); *Alexander v. Summit Pathology Lab 'ys, Inc.*, No. 1:24-cv-02939 (D. Colo.) (Co-Lead Counsel); *Andersen v. Oak View Grp., LLC*, No. 2:24-cv-00719 (C.D. Cal.) (Co-Lead Class Counsel); *Askew v. Gas South, LLC*, No. 22106661 (Ga. Super. Ct. Cobb Cnty. Jan. 19, 2024) (Co-Lead Counsel); *Ayerdi v. Zeta Global Holdings Corp.* No. 1:25-cv-05780 (S.D.N.Y.) (Plaintiffs' Executive Committee Member); *Bandy v. TOC Enters., Inc.*, No. 3:23-cv-00598 (M.D. Tenn. Mar. 14, 2024) (Class Counsel); *Barletti v. Connexin Software Inc.*, No. 2:22-cv-04676 (E.D. Pa. July 24, 2024) (Plaintiffs' Steering Committee Member); *Cahill v. Mem'l Heart Inst., LLC*, No. 1:23-cv-00168 (E.D. Tenn.) (Class Counsel); *Cece v. St. Mary's Health Care Sys., Inc.*, No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty. Apr. 4, 2022) (Class Counsel); *Colston v. Envision Credit Union*, No. 2022CA1476 (Fla. 2d Jud. Cir. Ct. Leon Cnty. Apr. 14, 2023) (Class Counsel); *Culp v. Fitzgibbon Hosp.*, No. 23SA-CV00020 (Mo. Cir. Ct. Saline Cnty. Sept. 20, 2024) (Class Counsel); *Dekenipp v. Gastroenterology Consultants, P.A.*, No. 202161470 (Tex. 295th Dist. Ct. Harris Cnty. Oct. 21, 2022) (Class Counsel); *Doe v. Conceptions Reprod. Assocs.*, No. 1:25-cv-00009 (D. Colo.) (Co-Lead Counsel); *Dunn v. Complete Payroll Sols., LLC*, No. 1:25-cv-30045 (D. Mass.) (Co-Lead Counsel); *Fernandez v. 90 Degree Benefits, LLC*, No. 2:22-cv-00799 (E.D. Wis. Nov. 17, 2023) (Co-Lead Counsel); *Garcia v. Set Forth, Inc.*, No. 1:24-cv-11688 (N.D. Ill.) (Plaintiffs' Steering Committee Member); *Gleason v. Methodist Hosps. of Dallas*, No. DC-22-14875 (Tex. Dist. Ct. Dallas Cnty. June 17, 2025) (Co-Lead Counsel); *In re Flagstar Dec. 2021 Data Sec. Incident Litig.*, No. 4:22-cv-11385 (E.D. Mich.) (Plaintiffs' Executive Committee Member); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 1:24-md-03090 (S.D. Fla.) (Executive Committee Counsel Member) (preliminary approval Apr. 15, 2025); *In re Geologics Corp. Data Breach Litig.*, No. 1:25-cv-00825 (E.D. Va.) (Co-Lead Class Counsel); *In re Legacy Pros. Data Sec. Incident Litig.*, No. 1:25-cv-02476 (N.D. Ill.) (Co-Lead Class Counsel); *In re MedStar Health Data Sec. Incident Litig.*, No. 1:24-cv-01335 (D. Md.) (Co-Lead Class Counsel) (preliminary approval June 16, 2025); *In re MedStar Health 2025 Data Sec. Litig.*, No. 1:25-cv-03325 (D. Md.) (Co-Lead Class Counsel); *In re NCB Mgmt. Servs., Inc. Data Breach Litig.*, No. 2:23-cv-1236 (E.D. Pa. Sept. 29, 2025) (Plaintiffs' Steering Committee Member); *Krenk v. Murfreesboro Med. Clinic & SurgiCenter*, No. 75CCI-2023-CV-81005 (Tenn. 16th Jud. Dist. Cir. Ct. Rutherford Cnty.) (Plaintiffs' Executive Counsel Committee Member) (preliminary approval Sept. 16, 2025); *Lee v. Tex. Ear, Nose & Throat Specialists, PLLC*, No. 202184322 (Tex. 113th Jud. Dist. Ct. Harris Cnty. Dec. 7, 2023) (Class Counsel); *Pannozzi v. Deloitte Consulting LLP*, No. 1:24-cv-00524 (D.R.I.) (Co-Lead Counsel); *Pascute v. Amotec, Inc.*, No. CV23975539 (Ohio C.P. Ct. Cuyahoga Cnty. Feb. 22, 2024) (Class Counsel); *Payton v. Fam. Vision of Anderson, P.A.*, No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (Co-Lead Class Counsel); *Pessia v. Warren Gen. Hosp.*, No. 501 (Pa. 37th Jud. Dist. Ct. Warren Cnty. May 5, 2025) (Co-Lead Class Counsel); *Rasmussen v. Uintah Basin Healthcare*, No. 2:23-cv-00322 (D. Utah) (Co-Lead Counsel); *Richardson v. Overlake Hosp. Med. Ctr.*, No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty. Sept. 10, 2021) (Class Counsel); *Rodriguez v. Mena Reg'l Health Sys.*, No. 2:23-cv-02002 (W.D. Ark.) (Co-Lead Counsel) (preliminary approval Feb. 12, 2025); *Rohrer v. Oak Valley Hosp. Dist.*, No. CV-23-005612 (Cal. Super. Ct. Stanislaus Cnty. Dec. 20, 2024) (Co-Lead Counsel); *Togba v. Chemonics Int'l, Inc.*, No. 1:24-cv-03510 (D.D.C. July 1, 2025) (Co-Lead Counsel); and *Woods v. Albany ENT & Allergy Servs., P.C.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty. Oct. 11, 2024) (Co-Lead Counsel).

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 Practs. & 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 a member of the bar in the State of Tennessee, as well as in numerous federal district courts across the country and 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.

Lisa has served as Tennessee counsel and local liaison for a number of recent data breach cases, including: *Bandy v. TOC Enters., Inc.*, No. 3:23-cv-00598 (M.D. Tenn.) (final approval Mar. 14, 2024); *Hodge v. AHS Mgmt. Co., Inc.*, No. 3:23-cv-01308 (M.D. Tenn.) (final approval Aug. 1, 2025); *Haney v. Charter Foods North, LLC*, No. 2:23-cv-46 (E.D. Tenn.) (preliminary approval Feb. 5, 2025; final approval docketed on July 29, 2025); and *Cahill v. Mem'l Heart Inst., LLC*, No.

1:23-cv-00168 (E.D. Tenn.) (settlement reached, motion for preliminary approval due Dec. 1, 2025). Ms. White has over a decade of class action experience, and since 2021, has served in significant leadership, briefing, and organizational roles on Mason LLP’s Class Action Team.

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 in law school, Lisa was a Co-Coordinator of the Tennessee Innocence Project, and the Research Editor for the Tennessee Journal of Law and Policy. As 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 practiced class action law remotely while living in the town of Greymouth, located on the South Island of New Zealand. She currently serves on the board of People Promoting Animal Welfare (PPAW), a spay/neuter non-profit organization in Tennessee.

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 *Davis v. Rocky Mountain Gastroenterology Assocs. PLLC*, No. 2024CV31831 (Colo. Dist. Ct. Jefferson Cnty.) (preliminary approval granted Oct. 2, 2025), *In re First Chatham Bank Customer Data Sec. Breach Litig.*, No. SPCV25-00142 (Ga. Super. Ct. Chatham Cnty.), and *Kuhn v. Nations Direct Mortg., LLC*, No. 24CA115 (Fla. 1st Jud. Cir. Ct. Walton Cnty.) (preliminary approval granted Oct. 16, 2025) (data breach affecting over 83,000 individuals), as well as 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).

Hill v. Canidae Corp., No. 5:20-cv-01374 (C.D. Cal. Sept. 28, 2021) (Gary Mason and Lisa White appointed Class Counsel).

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).

Perez v. Britax Child Safety, Inc., No. 0:19-cv-01735 (D.S.C. Oct. 29, 2020) (Gary Mason appointed Settlement Class Counsel).

Shaw v. Schell & Kampeter, Inc. d/b/a/ Diamond Pet Foods, No. 2:20-cv-01620 (W.D. Wash. Oct. 4, 2021) (Gary Mason and Lisa White appointed Class Counsel Apr. 23, 2021; \$4 million settlement).

Smid v. Nutranext, LLC, No. 20L0190 (Ill. Cir. Ct. 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).

Swetz v. GSK Consumer Health, Inc., No. 7:20-cv-04731 (S.D.N.Y. Nov. 22, 2021) (Gary Mason appointed Co-Lead Counsel June 8, 2021; \$6.5 million settlement).

Tomlinson v. Mowi USA, LLC., No. 20-cv-09293 (S.D.N.Y. Nov. 29, 2021) (Mason LLP appointed Co-Lead Counsel; \$1.3 million settlement).

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 prone to tread separation when operated at highway speeds; Goodyear agreed to a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program).

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).

Norman v. Nissan N. Am., Inc., No. 3:18-cv-00534 (M.D. Tenn. Mar. 10, 2020) (Gary Mason appointed Class Counsel July 16, 2019; litigation alleging damages from defective transmissions; national settlement extending warranty for 1.5 million vehicles).

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) (Plaintiffs' Steering Committee Member; class action arising out of defective brass fittings).

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.) (Lead Counsel; class action arising from allegedly defective cement board siding).

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) (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 members 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.) (Co-Lead Counsel; class action arising from allegedly defective windows).

In re Synthetic Stucco Litig., No. 5:96-CV-287-BR(2) (E.D.N.C. Oct. 19, 1998) (Plaintiffs' Steering Committee Member; 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) (Lead Counsel; national class action settlement for homeowners who purchased defective windows).

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

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. June 15, 2020) (Gary Mason and Danielle Perry appointed Co-Lead Counsel; \$700,000 settlement of litigation alleging nuisance from wood dust from paper mill; class certified).

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) (\$20.9 million settlement for FLSA collective action and class action).

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 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).

Alexander v. Summit Pathology Lab's, Inc., No. 1:24-cv-02939 (D. Colo.) (Danielle Perry appointed Co-Lead Class Counsel Dec. 11, 2024).

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).

Angus v. Flagstar Bank, N.A., No. 2:21-cv-10657 (E.D. Mich.) (Gary Mason appointed to Executive Committee July 30, 2021).

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) (Gary Mason 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. Apr. 21, 2025) (Gary Mason appointed Co-Lead Counsel Apr. 1, 2024).

Cahill v. Mem'l Heart Inst., LLC, No. 1:23-cv-00168 (E.D. Tenn.) (Danielle Perry appointed Co-Lead Counsel Feb. 22, 2024).

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

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

Chacon v. Nebraska Med., No. 8:21-cv-00070-RFR-CRZ (D. Neb. Sept. 15, 2021) (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) (appointed Class Counsel Nov. 5, 2020; data breach class action settlement valued at over \$7 million).

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).

Culbertson v. Deloitte Consulting LLP, No. 1:20-cv-03962 (S.D.N.Y. Apr. 1, 2022) (Gary Mason appointed Class Counsel Aug. 27, 2021).

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).

Davis v. Rocky Mountain Gastroenterology Assocs. PLLC, No. 2024CV31831 (Colo. Dist. Ct. Jefferson Cnty.) (Ra Amen appointed Class Counsel Oct. 2, 2025; preliminary approval granted Oct. 2, 2025).

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

Doe v. Conceptions Reprod. Assocs., No. 1:25-cv-00009 (D. Colo.) (Danielle Perry appointed Co-Lead Class Counsel May 6, 2025).

Dunn v. Complete Payroll Sols., LLC, No. 1:25-cv-30045 (D. Mass.) (Danielle Perry appointed Co-Lead Counsel June 3, 2025).

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

Farley v. Eye Care Leaders Holdings, LLC, 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.) (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).

Gilbert v. BioPlus Specialty Pharm. Servs., LLC, No. 6:21-cv-02158 (M.D. Fla. Jan. 15, 2025) (Mason LLP appointed Class Counsel Mar. 5, 2024).

Gleason v. Methodist Hosps. of Dallas, No. DC-22-14875 (Tex. 134th Jud. Dist. Ct. Dallas Cnty. June 17, 2025) (Danielle Perry appointed Class Counsel Jan. 27, 2025).

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; preliminary approval granted Feb. 5, 2025).

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. Aug. 1, 2025) (Gary Mason appointed Co-Lead and Lisa White appointed Liaison Counsel Mar. 15, 2024).

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

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 Columbus Reg'l Healthcare Sys. Data Sec. Incident Litig., No. 24 CVS 88 (N.C. Super. Ct. Columbus Cnty. Apr. 30, 2025) (Gary Mason appointed Class Counsel Apr. 30, 2025).

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 First Chatham Bank Customer Data Sec. Breach Litig., No. SPCV25-00142 (Ga. Super. Ct. Chatham Cnty.) (Ra Amen appointed Co-Lead Class Counsel Mar. 28, 2025).

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 Fortra File Transfer Software Data Sec. Breach Litig., No. 1:24-md-03090, MDL No. 3090 (S.D. Fla.) (Danielle Perry appointed Executive Committee Counsel Apr. 28, 2023 and to

Plaintiffs' Track Lead for Cross Track Discovery Mar. 19, 2024; preliminary approval granted Apr. 15, 2025).

In re Geologics Corp. Data Breach Litig., No. 1:25-cv-00825 (E.D. Va.) (Danielle Perry appointed Co-Lead Class Counsel June 11, 2025).

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

In re Maryville Data Breach Litig., No. GLO-L-000255-24 (N.J. Super. Ct. Gloucester Cnty. Aug. 29, 2025) (Gary Mason appointed Class Counsel Jan. 2, 2025).

In re MedStar Health Data Sec. Litig., No. 1:24-cv-01335 (D. Md.) (Danielle Perry appointed Co-Lead Class Counsel Nov. 7, 2024; preliminary approval granted June 16, 2025).

In re NCB Mgmt. Servs., Inc. Data Breach Litig., No. 2:23-cv-1236 (E.D. Pa. Sept. 29, 2025) (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).

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) (Gary Mason appointed Class Counsel Apr. 21, 2021; data breach case involving 360,000 patients).

Jolla v. Acadia Health, LLC, No. 3:23-cv-01370-SDD-EWD (M.D. La. Oct. 28, 2025) (Mason LLP appointed Class Counsel Apr. 8, 2025).

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) (appointed Class Counsel May 7, 2021; settlement involving over 63,000 class members).

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; preliminary approval granted Sept. 16, 2025).

Kuhn v. Nations Direct Mortg., LLC, No. 24CA115 (Fla. 1st Jud. Cir. Ct. Walton Cnty.) (Ra Amen appointed Co-Lead Class Counsel Oct. 2, 2024; preliminary approval granted Oct. 16, 2025).

Lawless v. D.C. Health Benefit Exchange Auth., No. 2023-CAB-001569 (D.C. Super. Ct. June 30, 2025) (Gary Mason appointed Co-Lead Counsel July 13, 2023).

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).

Pannozzi v. Deloitte Consulting LLP, No. 1:24-cv-00524 (D.R.I.) (Danielle Perry appointed Co-Lead Class Counsel Mar. 19, 2025).

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. May 5, 2025) (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) (Danielle Perry appointed Class Counsel June 11, 2021; data breach class action involving approximately 109,000 individuals).

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 granted Feb. 12, 2025).

Rohrer v. Oak Valley Hosp. Dist., No. CV-23-005612 (Cal. Super. Ct. Stanislaus Cnty. Dec. 20, 2024) (Danielle Perry appointed Co-Lead Counsel Nov. 14, 2023).

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).

Sides v. Sheffield Grp., Inc., No. 01-CV-2024-900745.00 (Ala. Cir. Ct. Jefferson Cnty. Jan. 22, 2025) (Mason LLP appointed Class Counsel Oct. 7, 2024).

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

Tesky v. Bone & Joint Clinic, S.C., No. 3:23-cv-00184 (W.D. Wis.) (Danielle Perry appointed Class Counsel July 3, 2025; preliminary approval granted July 3, 2025).

T.K. ex rel. LeShore v. Bytedance Tech. Co., LTD., No. 1:19-cv-07915 (N.D. Ill. Mar. 25, 2022) (Gary Mason appointed Class Counsel Dec. 19, 2019; COPPA settlement against TikTok for \$1.1 million).

Togba v. Chemonics Int'l, Inc., No. 1:24-cv-03510 (D.D.C. July 1, 2025) (Danielle Perry appointed Co-Lead Class Counsel Mar. 17, 2025).

Toussaint v. HanesBrands, Inc., No. 1:22-cv-00879 (M.D.N.C. June 23, 2025) (Gary Mason appointed Class Counsel 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).

E H I B I T E



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Jim Ulwick is recognized as one of Maryland's most highly-skilled trial attorneys. His wide-ranging practice includes criminal and civil litigation of many kinds. Jim has successfully tried cases throughout the country. His trial victories include high-stakes cases involving claims of legal malpractice; criminal misconduct by bank officers; breaches of complicated contracts, employment agreements, and land deals; serious personal injuries; RICO violations; securities violations; medical malpractice; and injuries from toxic torts, to name only a few. Jim has a national reputation for handling significant class-action cases in diverse industries on both the defense and class sides.

Jim spent six years as an Assistant United States Attorney – three in the District of New Jersey and three in the District of Maryland. During his years as a federal prosecutor, Jim tried numerous cases, including the prosecutions of defendants charged with labor racketeering, political corruption, and other violations of federal criminal law. Jim also served as a judicial clerk for the Honorable Edward S. Northrop of the United States District Court for the District of Maryland.

According to the legal ranking guide *Chambers USA*, Jim is "a tenacious courtroom advocate and very strategic thinker, and

Practices

Commercial Litigation

Class Action

Internal Investigations

Criminal Defense

Personal Injury

IP Litigation

Professional Liability

Alternative Dispute Resolution

Education

The Catholic University of
America Columbus School of
Law (J.D.)

University of Massachusetts
(B.A.), *cum laude*

among the most accomplished civil and criminal orators and trial attorneys."

Attracts praise for his expert handling of large-scale class actions for both defense and class-side clients, while also drawing on significant experience in white-collar criminal defense proceedings. An outstanding litigator, a fantastic trial lawyer.

- **CHAMBERS USA**

Recognition

Recipient, Peter A. DiRito Award, Federal Bar Association, Maryland Chapter, 2023

Acceptor, John Adams Award, on behalf of the Criminal Justice Act Panel, U.S. District Court for the District of Maryland, 2019

Selected for *Lawdragon 500 Leading Litigators in America*, since inaugural edition 2022

Selected for inclusion in *The American Lawyer*, Southern Trailblazer 2021

Recognized in *Chambers USA*, Litigation: General Commercial; Litigation: White-Collar Crime & Government Investigations, Maryland, since 2006

Recognized in Benchmark Litigation, "Local Litigation Star," Commercial Litigation and Health Care Litigation, since 2011

Listed in *The Best Lawyers in America* for Commercial Litigation, since 1993; named Baltimore "Lawyer of the Year" for Criminal

Defense: White-Collar, 2019; Bet-the-Company Litigation, 2016;
Commercial Litigation, 2016; White-Collar Criminal Defense, 2011

AV® Preeminent™ Peer Review Rated by *Martindale-Hubbell*

Bar Admissions

- District of Columbia
- Maryland

Court Admissions

- United States District Court for the District of Maryland
- United States District Court for the District of Columbia
- United States District Court for the Western District of Texas
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Federal Circuit
- United States Tax Court
- United States Court of Federal Claims
- Supreme Court of the United States

Clerkships

Honorable Edward S. Northrop, United States District Court for
the District of Maryland

Memberships

American College of Trial Lawyers, Fellow

Bar Association of Baltimore City

District of Columbia Bar Association

Fourth Circuit Judicial Conference, Permanent Member

Maryland State Bar Association

Events

Co-presenter, "One Day Boot Camp Trial Training," Legal Services Advocates Trial Skills Program, American College of Trial Lawyers, ABA Litigation Section, MSBA Litigation Section, FBA - Maryland Chapter, and Maryland Legal Aid, 2017

Class Action

Kramon & Graham enjoys a well-established national reputation for successfully handling class action cases on both the defense and plaintiff sides in state and federal jurisdictions. Our experience spans a broad range of class and collective action cases including:

- Antitrust Claims
- Breach of Contract
- Breach of Warranty
- Consumer Fraud
- Fair Debt Collection Practices
- Financial Services
- Insurance Coverage
- Medical Device Claims
- Pharmaceutical
- Product Liability
- Securities Fraud
- State Consumer Protection Statutes
- State Labor Laws
- Telephone Consumer Protection Act Claims
- Torts
- RICO Claims

With decades of experience, Kramon & Graham attorneys have extensive knowledge of the procedural issues unique to class actions, as well as the underlying substantive governing law. We know the issues presented by petitions for certification and are experienced at taking and defending class-based discovery. Whether we are prosecuting or defending a class action, we know how to prepare for and manage the specialized demands of class litigation.

Because of the firm's experience as both defense and plaintiffs' counsel, we have solid working relationships with both sides of the bar, which helps to limit litigation disputes and allows us to work our cases more efficiently.

Kramon & Graham regularly defends and prosecutes class actions throughout the country. Our diverse experience includes a variety of industries and involves a range of statutory and common law claims.

We are proud of our record of resolving class actions on favorable terms whether through an outright verdict for our client or a favorable settlement and pleased to have earned the trust and confidence of our clients who return and refer to us as new issues arise.

Representative Matters

Serving as plaintiff's counsel in a massive class action lawsuit against Marriott International. In one of the largest data breaches in the country's history, approximately 5.25 million unencrypted passport numbers and 20.3 million encrypted passport numbers were among the sensitive customer records accessed by hackers. The breach compromised the personal information of nearly 400 million customers who made reservations at Starwood-branded hotels.

Represent plaintiffs in a nationwide class action product defects lawsuit against Viking Group, Inc., The Viking Corporation, and Supply Network, Inc., d/b/a Viking Supplynet. The suit alleges that the Viking VK457 sprinkler system, which is estimated to have been installed in tens of thousands of properties, had a defect that caused it to activate when no fire, smoke, or undue heat existed. Plaintiffs claimed that the malfunction can cause significant flood damage to homes and personal property. Kramon & Graham and co-counsel Sauder Schelkopf settled the suit on favorable terms on behalf of the class, establishing a national replacement program at no cost to class members. The United States District Court for the District of Maryland granted preliminary approval to the proposed class action settlement on December 30, 2019. The settlement will be presented for final approval on June 18, 2020. The case is *Jackson, et al. v. Viking Group, Inc., et al.*, No. 8:18-cv-02356-PJM (D. Md.).

Served as defense counsel to the nation's largest publicly traded debt buyer in Fair Debt Collection Practices Act and state consumer protection statute class actions.

Representing the City of Baltimore in both federal and state court systems against class action claims by the public safety unions that an ordinance that modified members' pension benefits violated federal constitutional and state contractual rights.

Successfully obtained judgment in favor of a national lender on the eve of a class action trial after demonstrating that plaintiffs were unable to prove their claims. The federal court case was instituted by plaintiffs who alleged that the lender and others were liable to them for purported violations of Maryland's Finder's Fee Law over a 20-year period. Plaintiffs sought hundreds of millions of dollars in damages.

As lead defense counsel for providers of oil recycling services in a TCPA case, expeditiously settled the claim pursuant to a confidential agreement on satisfactory terms. No class was ever certified.

Obtained dismissal of all claims brought against a law firm by representatives of a putative plaintiff class seeking to recover under Maryland's Fair Debt Collection Practices Act and Consumer Protection Act. No class was ever certified.

Prosecuted three RICO class actions in federal court against "payday lenders," achieving considerable benefits for class members.

As co-lead counsel for plaintiff class, successfully negotiated settlement between class of attest associates who asserted violations of California's labor standards and a Big Four auditing firm.

Served as plaintiffs' liaison counsel in a successfully settled product defect class action filed against the manufacturer of a popular water hose.

Served as defense counsel in a bilateral class action in the Circuit Court for Montgomery County involving violations of the Maryland Towing Act and related claims. After a successful mediation in 2017, a settlement resolving a substantial number of the claims at issue was approved by the Court. In 2018 and 2019, motions for summary judgment were briefed and the parties engaged in a second mediation. Ultimately the class requested, and the court approved, a significantly reduced settlement demand to individual class members.

Served as defense counsel in two real estate practices class actions in federal court against one of the nation's largest privately owned real estate companies.

E HIBIT 3

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

**IN RE ANNE ARUNDEL DATA BREACH
LITIGATION**

Case No.: 1:25-cv-02274

DEMAND FOR JURY TRIAL

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, Plaintiffs Natalia Correa, Peyton Sulkowski, Jennifer Longwell, Shemika Jones, Brice Farris, Michael Straw, Barbara Buracker, Paul Gale, Earl Beville Jr., Steven Boehm, Paul Madigan, Heidi Shell, Troy Botteon, Richard Bernard, Jason Tyson, Crystal Hall, Terri Wilson, Raven Martin, Jacqueline Smith, Alunda Mitchell (on behalf of J.D., a minor), Diana Wilson, and George Tyler (collectively, “Plaintiffs”), in the above-captioned class action have applied for an order, pursuant to Federal Rule of Civil procedure 23, preliminarily approving the Class Action Settlement Agreement entered into between Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Defendant Anne Arundel Dermatology, P.A. (“AAD” or “Defendant”) dated _____ and this Court having reviewed the Agreement as submitted to the Court with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”); and

WHEREAS, this Preliminary Approval Order incorporates the Agreement, and its exhibits, and the terms used herein shall have the meaning and/or definitions given to them in the Agreement, as submitted to the Court with the Motion for Preliminary Approval;

NOW, THEREFORE, pursuant to Federal Rule of Civil Procedure 23(e), upon the agreement of the Parties, and after consideration of the Agreement and its exhibits,

IT IS HEREBY ORDERED as follows:

1. The Court finds that the Agreement proposed by the Parties is fair, reasonable, and adequate, and is likely to be approved at a final approval hearing such that giving notice to the Settlement Class is justified. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Agreement and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein. The Settlement meets the considerations set forth in the amended Rule 23(e), as well as in *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir.1991).

2. The Settlement was negotiated with the assistance of an experienced and neutral mediator jointly selected by the Parties, the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania, and appears to be the result of extensive, arm's-length negotiations between the Parties after Class Counsel and Defendant's Counsel had investigated the claims, sufficiently litigated the claims, and became familiar with the strengths and weaknesses of the claims and defenses in this Action. The Settlement appears not to be collusive, has no obvious defects, and falls within the range of reasonableness.

3. The Court finds that it will likely certify at the final approval stage the Settlement Class for purposes of the Settlement only, consisting of:

all persons in the United States who provided personal information, including but not limited to PII or PHI, to AAD, or about whom AAD otherwise collected, received, or possessed personal information, including but not limited to PII or PHI, on or before December 9, 2025.

Specifically excluded from the Settlement Class are: (i) AAD, any entity in which AAD has a controlling interest, and AAD's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the

Settlement.

4. The Court finds that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) in that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent them as Class Counsel; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court therefore preliminarily certifies the proposed Settlement Class.

5. For purposes of the Settlement only, the Court finds and determines that it will likely find, at the final approval stage, pursuant to Federal Rule of Civil Procedure Rule 23(a)(4), that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and therefore appoints them as Class Representatives.

6. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(a)(1), the Court appoints the following as Class Counsel to act on behalf of both the Settlement Class and the Class Representatives with respect to the Settlement:

Gary Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Telephone: (866) 252-0878
E: gklinger@milberg.com

Tyler Bean
Siri & Glimstad LLP,
745 Fifth Avenue, Suite 500

Gary E. Mason
Mason LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
Tel: (202) 429-2290
E: gmason@masonllp.com

James J. Pizzirusso, Esq.
HAUSFELD LLP
1200 17th Street, N.W., Suite 600

New York, New York 10151
Tel: (212) 532-1091
E: tbean@sirillp.com

Washington, DC 20036
T: (202) 540-7200
E: James J. Pizzirusso, Esq.

James P. Ulwick
KRAMON & GRAHAM, P.A.
750 East Pratt Street, Suite 1100
Baltimore, Maryland 21202
Phone: 410-752-6030
Fax: 410-539-1269
E: julwick@kg-law.com

7. Eisner Advisory Group, LLC is appointed as Settlement Administrator and shall administer the Notice Plan. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

8. Pursuant to Federal Rule Civil Procedure 23(e), the terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the Class Representatives and Class Counsel have adequately represented the Settlement Class;

(B) the Settlement Agreement was negotiated at arm's length;

(C) the relief provided for the Settlement Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing Settlement Class Member claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the Settlement Agreement treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

9. Having reviewed the proposed Notice Plan, including the Short Form Notice and Long Form Notice submitted by the Parties as Exhibits E and F to the Agreement, the Court approves, as to form and content, such Notices for the purpose of notifying the Settlement Class as to the proposed Settlement, the Final Approval Hearing, and the rights of Settlement Class Members. Those Notices contain all of the essential elements necessary to satisfy the requirements of federal law, including the Federal Rules of Civil Procedure and federal and state due process provisions, including the Settlement Class definition, the identities of the Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding opt-out procedures and deadlines, and the date and location of the Final Approval Hearing.

10. The Court directs the Settlement Administrator to cause a copy of the Short Form Notice or Long Form Notice to be sent to all Settlement Class Members in accordance with the Notice Plan. The Notice Plan shall be fully implemented before the filing of the Motion for Final Approval.

11. The Short Form Notice and Long Form Notice shall be updated by Class Counsel and Defendant to include the correct dates and deadlines before the Notice Plan commences, based upon those dates and deadlines set by the Court herein. The Court finds and determines the Notice Plan pursuant to this Order constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive such Notices, and fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and all other applicable law and rules.

12. Any person falling within the definition of the Settlement Class may, upon request, be excluded or opt-out. In the event a Settlement Class Member wishes to be excluded and not to

be bound by the Agreement, that person must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline. The written request for exclusion must: (i) identify the case name and number of this Action; (ii) identify the name and address of the individual seeking exclusion from the Settlement; (iii) be personally signed by the individual seeking exclusion; (iv) include a statement clearly indicating the individual's intent to be excluded from the Settlement; and (v) request exclusion only for that one individual whose personal signature appears on the request. Opt-Out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

13. Any member of the Settlement Class who timely and properly requests exclusion in compliance with the requirements described herein shall not: (i) be bound by any orders or judgments in connection with the Settlement Agreement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; nor (iv) be entitled to object to any aspect of the Settlement Agreement. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

14. Any Settlement Class Member who wishes to object to the Settlement, Class Counsel's application for attorneys' fees and expenses, or Service Awards for the Class Representatives, or who wishes to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this paragraph. Only a Settlement Class Member may file an objection. No Settlement

Class Member or other person will be heard on such matters unless they have submitted a written objection (together with any briefs, papers, statements, or other materials the Settlement Class Member or other person wishes the Court to consider) electronically or by first-class postage prepaid to the Clerk of the Court on or before the Objection Deadline, as set forth in this Preliminary Approval Order. The written objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (d) a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any); (e) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (f) the objector's signature (or, if represented by counsel, an attorney's signature).

15. Any Settlement Class Member who does not make his or her objection in the manner and by the date set forth in this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

16. Prior to the Final Approval Hearing: (i) Class Counsel shall file with the Court and serve on all Parties a declaration or affidavit of the Settlement Administrator certifying that the Notice Plan was completed and providing the name of each Settlement Class Member who timely and properly requested exclusion from the Settlement Class; and (ii) Defendant or the Settlement Administrator shall file with the Court and serve on all Parties a declaration certifying that notice was provided to the appropriate government entities in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

17. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

18. Upon the entry of this Preliminary Approval Order, the Class Representatives and all Settlement Class Members shall be provisionally enjoined and barred from asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement.

19. The Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by Defendant of any liability or wrongdoing by Defendant or any of its parents, investors, shareholders, divisions, subdivisions, companies, subsidiaries, affiliates, departments, managers, licensees, sublicensees, trustees, creditors, partners, joint venturers, principals, officers, stockholders, directors, employees, staff, agents, representatives, attorneys, predecessors, successors, assigns, assignees, heirs, executors, contractors, vendors, insurers, reinsurers, or any other person or entity acting on its behalf with respect to the conduct alleged in the Action, including but not limited to any AAD-affiliated physicians, branches, clinics, offices, or medical practices and/or their staff or employees, or that the litigation was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to the Data Security Incident at issue in this Action or with respect to any other Released Claim. Defendant may file the Agreement in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue

preclusion or similar defense or counterclaim.

1. In the event that: (a) this Court does not grant Final Approval of the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order in all material respects and substantial form as the Final Approval Order submitted by the Parties with the Motion for Final Approval; or (c) the Settlement does not become final for any other reason, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In such an event, the Parties shall proceed in all respects as if the Agreement had not been executed; the Parties shall in no way be prejudiced in proceeding with or defending this Action; the provisional class certification effected herein will be null and void; and Defendant shall have the right to oppose and object, on any and all grounds, to certification of the Settlement Class or any other class at any future time.

2. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

3. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices they jointly agree are reasonable or necessary.

4. A Final Approval Hearing will be held before the Honorable George Levi Russell III of the United States District Court for the District of Maryland, 101 W Lombard St, Baltimore, MD 21201 on _____, 2026 at __:__ a.m./p.m., to determine: (a) whether the Settlement

should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether the Final Approval Order should be entered in substance materially the same as the Final Approval Order submitted by the Parties with the Motion for Final Approval; (c) whether to approve Class Counsel's Application for Attorneys' Fees, Expenses and Service Awards for the Class Representatives; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class (any change in date shall be posted on the Settlement Website). The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. Plaintiffs and Class Counsel must file all moving papers and briefs in support of Final Approval, inclusive of Class Counsel's Application for Attorneys' Fees and Expenses and Service Awards for the Class Representatives, no later than 45 days before the original date set forth herein for the Final Approval Hearing.

5. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

6. The Court hereby sets the following schedule of events:

Event	Calendar Days Before Final Approval Hearing
Defendant to provide class list to Settlement Administrator	_____, 2026 (10 days after the entry of this order)
Notice Plan Complete	_____, 2026 (30 days after Defendant's provision of the Class List)
Opt-Out Deadline	_____, 2026

	(60 days after the Notice Deadline)
Objection Deadline	_____, 2026 (60 days after the Notice Deadline)
Motion for Final Approval and Application for Attorneys’ Fees, Expenses and Service Awards	_____, 2026 (45 Days before Final Approval Hearing)
Deadline to Respond to Objections	_____, 2026 (15 days before Final Approval Hearing)
Final Approval Hearing	_____, 2026, at __: __.m.

IT IS SO ORDERED.

DATED: _____, 2026

 Hon. George Levi Russell III
 UNITED STATES DISTRICT JUDGE