IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH LITIGATION	Case No. 1:25-cv-02274-GLR

PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to Rule 23(e), 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") hereby move this Court for final approval of the class action settlement preliminarily approved by this Court on February 26, 2026. Plaintiffs respectfully request that this Court:

a. Grant final certification of the Settlement Classes, appoint Plaintiffs as Class Representatives, appoint Gary M. Klinger of Milberg, PLLC, Tyler J. Bean of Siri & Glimstad, LLP, and James J. Pizzirusso, Hausfeld LLP as Interim Co-Lead Class Counsel, and appoint Gary E. Mason of Mason & Perry LLP and James P. Ulwick of Kramon & Graham as Interim Co-Liaison Class Counsel;

b. Approve the requested attorneys' fees of 33% of the Settlement Fund ($800,000), reasonable litigation expenses of $25,226.98, and Plaintiffs' requested Service Awards of $1,500 each;

c. Find that the Notice met the requirements of due process and Federal Rule of Civil Procedure 23;

d. Find the terms of the Settlement Agreement fair, reasonable, and adequate and approved, adopted, and incorporated by the Court;

e. Direct the Parties, their respective attorneys, and the Claims Administrator to consummate the Settlement in accordance with the Court Order and the terms of the Settlement Agreement; and

f. Finally approve the Settlement Agreement and issue the Proposed Final Approval Order.

This Motion is based on the Declaration of Ryan Aldridge Regarding Implementation of Notice Program and Verification of Compliance with Notice Requirements filed herewith; Plaintiffs' Motion for Preliminary Approval of Class Action Settlement at ECF No. 37 and accompanying documents; Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Service Awards at ECF No. 49 and accompanying documents; all other pleadings and papers on file in this action; and any oral argument that may be heard by this Court at or prior to the Final Approval Hearing.

Defendants do not oppose the relief sought in this motion.

Wherefore, premises considered, Plaintiffs request that this Court grant this motion and grant the motion for attorneys' fees, expenses, and service awards (ECF No. 49).

Dated: June 1, 2026

Respectfully submitted,

/s/ Gary E. Mason

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IN THE UNITED STATES DISTRICT COURT
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MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

TABLE OF CONTENTS

TABLE OF AUTHORITIES

PAGE(S)

CASES

OTHER AUTHORITIES

RULES

Pursuant to Federal Rule of Civil Procedure ("Rule") 23(e), 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") submit this Memorandum in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

On February 26, 2026, this Court preliminarily approved the Settlement[1] between Plaintiffs and Defendant, preliminarily finding the Settlement to be "fair, reasonable, and adequate." ECF No. 40 ¶ 1. The Settlement includes a $2,400,000.00 non-reversionary, all cash common fund to be used to pay Settlement Class Member Benefits, Notice and Administration Costs, Plaintiffs' Service Awards, and attorneys' fees and costs as awarded by the Court. SA ¶ 3.3. This represents an excellent result for the Settlement Class and was achieved only after extensive investigation, an exchange of factual discovery, negotiations, a full-day mediation with the assistance of Judge Diane M. Welsh (Ret.) (wherein the Parties reached an agreement, the terms of which are memorialized in the Settlement Agreement), and negotiations and drafting regarding the particular terms of the Settlement Agreement and associated exhibits. *See* J. Decl. of Class Counsel in Supp. of Unopposed Mot. for Prelim. Approval of Class Action Settlement, ECF No. 37-3 ("Joint Decl."), ¶ 12.

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement ("SA"), ECF No. 37-2.

After this Court granted Preliminary Approval, the Settlement Administrator—with the help of the Parties—disseminated Notice to the Settlement Class in accordance with the Preliminary Approval Order. *See* Decl. of Ryan Aldridge Regarding Implementation of Notice Program and Verification of Compliance with Notice Requirements ("Admin Decl."), ¶¶ 7–10, attached as **Exhibit 1**. Direct Email Notice was provided to the Settlement Class achieving a reach of 71.09%[2] and provided Settlement Class Members with information regarding how to file a claim, and how to opt-out or object to the Settlement. Admin. Decl. ¶¶ 7, 12. The Opt-Out and Objection Periods end on June 9, 2026. Admin. Decl. ¶¶ 14–15. Out of 1,918,727 Settlement Class Members, to date only ten (10) Settlement Class Members have sought to exclude themselves from the Settlement and there have been no objections. *Id*. In sum, the Notice Program and Claims Process have been a success, and nothing has changed since this Court granted Preliminary Approval to alter its preliminary findings. Accordingly, this Court should now finally approve the Settlement Agreement.

II. SUMMARY OF THE LITIGATION

Defendant Anne Arundel Dermatology, P.A. ("AAD" or "Defendant"), based in Linthicum Heights, Maryland, operates a network of dermatological clinics that offer a wide variety of medical, surgical, and cosmetic dermatology treatments. *See* Am. Consolidated Class Action Compl., ECF No. 32, ¶ 2. The Action alleges that between February 14, 2025, and May 13, 2025, cybercriminals gained unauthorized access to Defendant's systems and allegedly viewed and/or exfiltrated the Private Information of approximately 1.9 million Settlement Class Members. *Id.*

[2] The Federal Judicial Center explains in its *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%." Consistent with this guidance, the Notice Plan reached 71.09% of Settlement Class Members.

In the following months, multiple putative class action lawsuits were filed in different jurisdictions 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. Defendant denies all allegations of wrongdoing made in these cases, including in the instant Litigation, and maintains it acted lawfully at all times.

Following the receipt of notice of the Data Incident from Defendant, beginning on July 14, 2025, Plaintiffs filed complaints in the United States District Court for the District of Maryland and in the Circuit Court for Anne Arundel County against Defendant seeking to represent a national class of those impacted by the Data Incident. 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. Ultimately, the Court appointed Gary M. Klinger of Milberg, PLLC, Tyler J. Bean of Siri & Glimstad, LLP, and James J. Pizzirusso, Hausfeld LLP as Interim Co-Lead Class Counsel, and Gary E. Mason of Mason & Perry LLP and James P. Ulwick of Kramon & Graham as Interim Co-Liaison Class Counsel (ECF Nos. 14, 16). On December 12, 2025, an Amended Consolidated Class Action Complaint was filed including all Plaintiffs and bringing 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. ECF No. 32. The Amended 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. *Id.*

After the appointment of Interim Co-Lead Counsel, they and Defendant's counsel discussed the possibility of early resolution, which culminated in the Parties scheduling a full-day mediation session to be conducted on October 29, 2025, with the assistance of the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania. Joint Decl. ¶ 9. In preparation for the mediation, the Parties engaged in an exchange of early discovery, including informal discovery requests and responses, confidential information related to the issues in the Litigation and mediation position statements, all of which permitted the Parties to assess the case and meaningfully engage in arm's-length settlement discussions. *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. *Id.* During the mediation, the Parties reached agreement regarding the material terms of a settlement. *Id.* ¶ 12. Thereafter, the Parties continued negotiations and finalized the terms of the Settlement Agreement and associated exhibits and selected the Settlement Administrator, Eisner Advisory Group, LLC ("EAG"). *Id.* The Settlement does not contain, and is not to be construed as, an admission of wrongdoing by Defendant. Defendant entered into the Settlement solely to avoid the time and expense of further litigation.

Plaintiffs filed their Motion for Preliminary Approval on January 30, 2026 (ECF No. 37), and the Court granted the motion on February 26, 2026 (ECF No. 40). On May 19, 2026, Plaintiffs filed their Motion for an Award of Attorneys' Fees, Expenses, and Service Awards ("Fee Mot."). *See* ECF No. 49.

Plaintiffs now seek Final Approval of the Settlement. Despite the alleged grounds that exist for each of Plaintiffs' claims, which Defendant denies, there is no certainty that Plaintiffs would be successful on the merits. Joint Decl. ¶¶ 29–30. Further litigation would subject Plaintiffs to numerous risks, including the risk that they and the other Settlement Class Members will obtain no recovery at all. *Id.* The Settlement provides significant relief to the Settlement Class and Plaintiffs strongly believe it is favorable for the Settlement Class, and that it is fair, reasonable, adequate, and worthy of Final Approval. *Id.* ¶ 44. Accordingly, Plaintiffs submit this Motion for Final Approval.

III. SUMMARY OF THE SETTLEMENT

The Settlement establishes a $2,400,000.00 non-reversionary cash settlement fund, which will be used to pay for the Settlement Class Member Benefits, Settlement Administration Costs, Service Awards, and attorneys' fees, costs, and expenses. SA ¶ 3.3.

A. The Settlement Class

The Settlement Class includes approximately 1.9 million 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 Benefit

1. <u>Cash Payment A: Reimbursement of Documented Out-of-Pocket Losses</u>

The first category of benefits provides Settlement Class Members the ability to file a claim for reimbursement of out-of-pocket losses of up to $5,000.00 per individual. *See* SA at 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. *Id.* 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. *Id.*

2. <u>Cash Payment B: Alternative Pro Rata Cash Payment</u>

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

3. <u>Medical Data Monitoring</u>

In addition to the Cash Payments, Settlement Class Members may also elect to enroll in credit monitoring and identity theft protection services. *See 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. Attorneys' Fees, Costs, and Plaintiffs' Service Awards

On May 19, 2026, Plaintiffs filed their Motion for an Award of Attorneys' Fees, Expenses, and Service Awards. ECF No. 49. Pursuant to the Settlement, Class Counsel seek (1) an award of attorneys' fees in the amount of $800,000.00, which is one-third of the Settlement Fund; (2) reimbursement of reasonable litigation expenses in the amount of $25,226.98; and (3) Service Awards in the amount of $1,500.00 for each Class Representative for their service to the Settlement Class. *Id.* Plaintiffs assert that such awards are routinely approved by this District and courts within the Fourth Circuit, and is fair and reasonable in light of the substantial relief obtained for the Settlement Class considering the risks taken and resources invested in this Action by Class Counsel. *Id.*

IV. IMPLEMENTATION AND RESULTS OF NOTICE PROGRAM

A. Settlement Class Member Data

On March 9, 2026, EAG received the Class Member data from Defendant's Counsel ("Settlement Class List") in two (2) Excel files with a total of 1,919,000 records. Admin. Decl. ¶ 6. All records included a last name and first initial or full first name. After removing duplicates and test records from the class data, 1,918,727 unique records remained. In total, 1,498,008 records had an email address and 420,719 had no contact information to attempt notice. *Id.*

Before sending the Email Class Notice, EAG performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. *Id.* ¶ 7. That process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses associated with 1,446,845 Settlement Class Member records passed the hygiene and verification process. *Id*.

B. Notice

1. Email Notice

Beginning on April 7, 2026, in accordance with the Preliminary Approval Order, EAG commenced sending the Email Notice to the 1,446,845 Class Members on the Notice List with an email address that passed hygiene and verification. The Email Notice included (a) the web address to the case Settlement Website for access to additional information, and (b) rights and options as a Settlement Class Member to submit a claim or opt out or object to the Settlement and the dates by which to act on those options. EAG followed standard email best practices, including utilizing "unsubscribe" links and providing Settlement Administrator contact information in the Email Notice. *Id.* Ultimately, the Email Notice was successfully delivered to 1,363,970 Class Members. *Id.* ¶ 7.

2. Settlement Website

On April 6, 2026, EAG published the Settlement Website, www.AnneArundelPrivacySettlement.com. Visitors to the Settlement Website were able to view and download the Long-Form Notice, the Claim Form, and Court Documents, such as the Class Action Complaint, the Settlement Agreement, Motions filed by Class Counsel, and other relevant documents. Visitors were also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of May 29, 2026, the Settlement Website received 76,663 unique visits. *Id.* ¶ 9.

3. Toll-Free Number

On April 6, 2026, EAG established a dedicated toll-free telephone number, 1-844-467-4798 (the "Toll-Free Number"), which is available twenty-four hours per day. Settlement Class Members could call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EAG also provided copies of the Long-Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. *Id.* ¶ 10.

4. Email Support

EAG established an Email address, info@AnneArundelPrivacySettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support. *Id.* ¶ 11.

C. Exclusions and Objections

The last day of the Opt-Out and Objection Periods is June 9, 2026. Admin. Decl. ¶¶ 14–15. As of date, out of 1,918,727 Settlement Class Members, only ten Settlement Class Members have sought to exclude themselves from the Settlement and none has objected to it. *Id.*

D. Claim Activity

The Claim Form Deadline is July 8, 2026. As of date, EAG has received a total of 19,982 claims submissions. Of these claims, 104 of them selected Cash Payment A, and 19,086 of them selected Cash Payment B. Additionally, 9,693 of these claimants selected Medical Data

Monitoring. EAG will continue to intake and analyze claims received or postmarked by the claims filing deadline of July 8, 2026. *Id.* ¶ 13.

E. Summary of Notice Program

The Notice Program for this Settlement was a success and designed to be the best notice that is practicable under the circumstances, as required by Federal Rule of Civil Procedure 23(c)(2)(B), and as set forth above, included Direct Email Notice to all Settlement Class Members for whom an email address was available. Admin. Decl. ¶ 5–7; ECF No. 40 ¶ 9. Through the Notice procedures outlined above, EAG attempted to send direct Notice to 1,446,845 (75.41%) Settlement Class Members. As of May 29, 2026, the Notice Program reached a total of 1,363,970 (71.09%)[3] Settlement Class Members, and is therefore consistent with other court-approved, best-practicable notice programs. *Id.* ¶ 12.

V. LEGAL STANDARD

As a matter of public policy, settlement is a highly favored means of resolving disputes, particularly in complex cases where substantial judicial resources can be conserved by avoiding further litigation. *See* 2 Herbert Newberg and Alba Conte, NEWBERG ON CLASS ACTIONS § 11.41, at 11–85 (2d ed.1992) (citing cases); *see also United States v. Manning Coal Corp.*, 977 F.2d 117, 120 (4th Cir. 1992) ("It has long been clear that the law favors settlement."). Pursuant to Federal Rule of Civil Procedure 23(e)(2), a class action settlement must be "fair, reasonable, and adequate" to merit final approval. "The 'fairness' prong is concerned with the procedural propriety of the proposed settlement agreement, while the 'adequacy' prong focuses on the agreement's

[3] The Federal Judicial Center explains in its *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%." Consistent with this guidance, the Notice Plan reached 71.09% of Settlement Class Members.

substantive propriety." *Alloways v. Cruise Web, Inc.*, No. CBD-17-2811, 2019 U.S. Dist. LEXIS 71481, at *25 (D. Md. Apr. 29, 2019) (quoting *Edelen v. Am. Residential Servs., LLC*, No. DKC 11-2744, 2013 U.S. Dist. LEXIS 102373, at *21 (D. Md. July 22, 2013)).

Rule 23(e) also requires court approval of any settlement of claims brought on a class basis: "The claims . . . of a . . . class proposed to be certified for purposes of settlement – may be settled ... or compromised only with the court's approval." "When the court reviews a proposed class-action settlement, it acts as a fiduciary for the class." *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 483 (4th Cir. 2020); *see also Sharp Farms v. Speaks*, 917 F.3d 276, 293–94 (4th Cir. 2019). Simply put, Rule 23(e)(2) provides that a proposed settlement may be approved only after a hearing and on a determination that it is fair, reasonable, and adequate: a task left to the sound discretion of the court. *See Berry v. Schulman*, 807 F.3d 600, 608 (4th Cir. 2015). In determining whether a settlement is fair, reasonable, and adequate, the court must consider the factors set forth in Fed. R. Civ. P. 23(e)(2). These factors "almost completely overlap" with those traditionally used by the Fourth Circuit, as set forth in *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991). *See In re Lumber Liquidators*, 952 F.3d at 484, n.8.

Because Plaintiffs readily satisfy these factors, Final Approval is warranted in this matter.

VI. ARGUMENT

A. Plaintiffs Satisfy the Fourth Circuit Approval Factors.

Fourth Circuit courts bifurcate the (fair, reasonable, and adequate) "analysis into consideration of fairness, which focuses on whether the proposed settlement was negotiated at arm's length, and adequacy, which focuses on whether the consideration provided the class members is sufficient." *Beaulieu v. EQ Indus. Servs.*, No. 5:06-CV-400-BR ALL, 2009 U.S. Dist.

LEXIS 133023, at *68–69 (E.D.N.C. Apr. 20, 2009) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158–59; *accord Roldan v. Bland Landscaping Co.*, No. 3:20-cv-00276-KDB-DSC, 2022 U.S. Dist. LEXIS 227906, at *4–5 (W.D.N.C. Dec. 19, 2022).

1. <u>The Settlement Is Fair.</u>

Courts apply a four-factor test to ascertain the fairness of a proposed settlement, to wit: "(1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of [the] class action litigation." *Donaldson v. Primary Residential Mortg.*, No. ELH-19-1175, 2021 U.S. Dist. LEXIS 101625, at *9 (D. Md. May 28, 2021) (quoting *In re Lumber Liquidators*, 952 F.3d at 484 (citing *In re Jiffy Lube*, 927 F.2d at 159)). In the instant case, Plaintiffs have satisfied all four (4) factors.

The Posture of the Case at the Time Settlement Was Proposed. For this factor, the pertinent inquiry is whether a plaintiff "had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation." *West v. Cont'l Auto., Inc.*, No. 3:16-cv-00502-FDW-DSC, 2018 U.S. Dist. LEXIS 26404, at *10–11 (W.D.N.C. Feb. 5, 2018). Here, Plaintiffs filed their respective complaints and the Amended Consolidated Complaint after learning that their Private Information was potentially impacted by the Data Incident. Joint Decl. ¶¶ 2–8.

After the aforementioned filings, the Parties engaged in discussions pertaining to the potential for early resolution and subsequently agreed to mediate. *Id.* ¶ 9. In anticipation of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible about the Data Incident, and Defendant provided information in response thereto. *Id.* During the full-day mediation, the Parties exchanged additional information pertaining to the Settlement Class and

Defendant's financial condition, which further informed their settlement discussions. *Id.* During the mediation, the Parties reached agreement regarding the material terms of a settlement. *Id.* ¶ 12. Thereafter, the Parties continued negotiations and finalized the terms of the Settlement Agreement. *Id.* Thus, the Settlement is the result of extensive and informed arm's-length negotiations.

Considering that settlement is to be encouraged and since a trial would be costly and complex with uncertain results, the litigation's posture at the time of the Settlement supports a finding of fairness. *Roldan*, 2022 U.S. Dist. LEXIS 227906, at *6–7; *In re Vitamins Antitrust Litig.*, No. 99-197 (TFH), 2000 U.S. Dist. LEXIS 8931, at *23 (D.D.C. Mar. 30, 2000) (noting that courts favor early settlement); *In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 U.S. Dist. LEXIS 107949, at *17 (M.D.N.C. June 17, 2024) (finding the factor satisfied in a data privacy case that settled before resolution of a motion to dismiss and formal discovery); *Alloways*, 2019 U.S. Dist. LEXIS 71481, at *25 (granting final approval of case in the "relatively early stages of litigation").

The Extent of Discovery that Had Been Conducted. Although the Parties were able to resolve the matter prior to initiating formal discovery, they did engage in an extensive investigation into the Data Incident, informal discovery, and substantial discussions in furtherance of the Settlement under the purview of a mediator. Joint Decl. ¶¶ 9, 12. Therefore, these facts support approval. *Alloways*, 2019 U.S. Dist. LEXIS 71481, at *25–26 (noting that the lack of formal discovery was not fatal to this factor since the parties exchanged information and documents informally); *In re Novant Health*, 2024 U.S. Dist. LEXIS 107949, at *18; *Ophthalmology, PLLC v. ECL Grp., LLC*, No. 1:22-CV-296, 2024 U.S. Dist. LEXIS 113914, at *31 (M.D.N.C. June 27, 2024) (same).

The Circumstances Surrounding the Negotiations. As discussed above, prior to filing the complaints, Plaintiffs' Counsel conducted an extensive investigation into the facts surrounding the

Data Incident. Joint Decl. ¶¶ 9, 12. Based in part on this research, the Parties engaged in a full-day mediation session with a well-regarded and experienced mediator. *Id.* ¶ 9. Although the Parties agreed on the material terms of the Settlement during the mediation session, they continued to negotiate and executed the Agreement in December of 2025. *Id.* ¶ 12; SA ¶ 47; *see, e.g.*, *West*, 2018 U.S. Dist. LEXIS 26404, at *12 ("The Settlement was not hastily arrived at. Indeed, the Settlement followed lengthy discussions and considerable dialogue between the Parties, as well as arms-length negotiations involving extensive argument and counterargument."); *Matthews v. Cloud 10 Corp.*, No. 4:13-cv-646-FDW-DSC, 2015 U.S. Dist. LEXIS 114586, at *8 (W.D.N.C. Aug. 27, 2015) (unpublished); *In re Dollar Gen. Stores FLSA Litig.*, 2011 U.S. Dist. LEXIS 98162, at *12 (E.D.N.C. Aug. 22, 2011); *see also Toure v. Amerigroup Corp.*, 2012 U.S. Dist. LEXIS 110300, at *7–8 (E.D.N.Y. Aug. 6, 2012) (finding settlement to be procedurally fair, reasonable, adequate, and devoid of collusion after plaintiffs conducted a thorough investigation and enlisted the services of an experienced mediator.). As a result, this factor supports the finding of fairness.

The Experience of Counsel in Data Breach Litigation. Class Counsel are highly experienced in consumer class actions, particularly data breach litigation. Joint Decl. ¶¶ 15, 17, 26. Class Counsel's specialized knowledge and experience in this niche facet of the law placed them in a superior position to weigh the Litigation's strengths and weaknesses to arrive at the most favorable settlement for the Class. *See Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 573 (E.D. Va. 2016) (counsel's "wealth of experience and knowledge in consumer-protection class actions" supported the settlement's fairness). Consequently, it is "entirely warranted" for this Court to "pay heed to" experienced Class Counsel's judgment that the Settlement is in the best interest of the Class. *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 255 (E.D. Va. 2009). Consequently, this factor is also satisfied.

2. <u>The Settlement Is Adequate.</u>

The evaluation of adequacy requires the court to "weigh the likelihood of the plaintiff's recovery on the merits against the amount offered in settlement." *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983). But it is not necessary to "try" the case to determine whether a settlement is adequate as the purpose of settlement is "to avoid the trial of sharply disputed issues and to dispense with wasteful litigation." *Saylor v. Lindsley*, 456 F.2d 896, 904 (2d Cir. 1972); *see also Flinn v. FMC Corp.*, 528 F.2d 1169, 1172–73 (4th Cir. 1975), *cert. denied*, 424 U.S. 967 (1976). Therefore, in determining whether a settlement is adequate, courts consider the following factors: "(1) the relative strength of the plaintiffs' case on the merits, (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of the defendants and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement." *In re Jiffy Lube*, 927 F.2d at 159. The instant Settlement satisfies the above-referenced criteria and is therefore adequate.

The Relative Strength of Plaintiffs' Case and Applicable Defenses. While Class Counsel believe in the merits of Plaintiffs' claims, they also recognize the risks, costs, and time involved in prosecuting the case through the exhaustion of all appeals. *See* Joint Decl. ¶¶ 29–30. Should the case continue, the Parties would engage in costly discovery, dispositive motion practice, and a trial. *Id.* Each step is fraught with risk. *See, e.g.*, *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (discussing the potential for the Court to deny class certification in data breach cases); *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-mn-02972-JFA, 2024 U.S. Dist. LEXIS 86740, at *93–94 (D.S.C. May 14, 2024) (denying plaintiffs' motion to certify the class after years of litigation). Considering the inherent uncertainty of litigation, if this case were to proceed, there is also a non-insubstantial probability that Settlement Class Members would receive significantly truncated benefits, or none at all.

In contrast, the proposed Settlement provides guaranteed and substantial relief to the Settlement Class *sans* delay, and is within the range of reasonableness, particularly considering the intrinsic risks of continued litigation. Specifically, the Settlement ensures that any Settlement Class Member claiming to have suffered losses because of or reasonably tied to the Data Incident is eligible to receive either: (i) a Cash Payment up to $5,000 per Settlement Class Member (subject to a *pro rata* adjustment) for documented losses, or (ii) an Alternate Cash Payment (also subject to a *pro rata* adjustment) estimated at $100, *and* (iii) three (3) years of the CyEx Medical Shield Complete product to monitor medical and healthcare data, including one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assistance, and victim assistance. *See* SA Exhibit D ("Settlement Benefits Plan").

As a result, the Settlement Benefits in combination with the substantial costs and risks inherent in a lengthy trial (and likely subsequent appeal), support a finding that the proposed Settlement benefits are adequate.

The Anticipated Duration and Expense of Additional Litigation and the Likelihood of Recovery on a Litigated Basis. In addition to the substantial risks and uncertainty of continued litigation, the Parties face the guarantee that further litigation would be expensive, complex, and time consuming. Joint Decl. ¶¶ 29–30. Particularly, the probable costs of continued litigation with respect to both time and money were high and militate in favor of final approval of the Settlement. *Id.*; *see also Robinson v. Carolina First Bank NA*, No. 7:18-cv-02927-JDA, 2019 U.S. Dist. LEXIS

26450, at *21 (D.S.C. Feb. 14, 2019) ("There is a strong judicial policy in favor of settlement to conserve scarce resources that would otherwise be devoted to protracted litigation."). Further, the fact that the Settlement eliminates the substantial delay and expense of written discovery, depositions, expert witnesses, class certification briefing, summary judgment motions, trial, and likely appeals (a process that could possibly extend for years and might lead to a smaller recovery, if any) strongly weighs in favor of approval. *See, e.g.*, *Robinson v. Nationstar Mortg. LLC*, No. 8:14-CV-03667-TJS, 2020 U.S. Dist. LEXIS 262890, at *10 (D. Md. Aug. 19, 2020) ("Here, as in most class actions, there is risk to both parties in continuing towards trial. The Settlement fairly accounts for that risk."). Accordingly, this factor also weighs in favor of final approval.

The Solvency of Defendant. There is no indication Defendant will be unable to satisfy a judgment. However, this factor is "largely considered beside the point given the other factors weighing in favor of final approval." *See Solomon v. Am. Web Loan, Inc.*, No. 4:17-cv-145, U.S. Dist. LEXIS 112782, at *17–18 (E.D. Va. June 26, 2020) (citing *Henley v. FMC Corp.*, 207 F. Supp. 2d 489, 494 (S.D. W.Va. 2002)).

Degree of Opposition to the Settlement. In the Fourth Circuit, courts afford "great weight" to the adequacy of a settlement "'from the point of view of informed class members'—as reflected by their opposition, or non-opposition, to the settlement." *Seaman v. Duke Univ.*, No. 1:15-CV-462, 2018 U.S. Dist. LEXIS 13400, at *8 (M.D.N.C. Jan. 4, 2018) (quoting *In re Jiffy Lube*, 927 F.2d at 159).

In the instant matter, despite sending Notice of the Settlement to nearly 1,446,845 (75.41%) Settlement Class Members and posting the Notice on a designated Settlement Website, not one Member has objected and only ten Settlement Class Members have sought to exclude themselves from the Settlement. Admin. Decl. ¶ 14. "Such a lack of opposition to the . . . settlement strongly supports a finding of adequacy, for '[t]he attitude of the members of the Class, as expressed directly or by failure to object, after notice to the settlement is a proper consideration for the trial court.'" *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 667–68 (E.D. Va. 2001) (citing *Flinn v. FMC, Corp.*, 528 F.2d at 1173). Therefore, the dearth of objections and Class Members choosing to opt-out strongly compel the finding of adequacy. *See Boyd v. Coventry Health Care Inc.*, 299 F.R.D. 451, 461 (D. Md. 2014) ("The fact that no class member objected supports final approval of the Settlement as fair, adequate, and reasonable.").

The Settlement Provides Excellent Benefits and Treats Class Members Equitably. Lastly, the Settlement is facially reasonable because the $2,400,000.00 non-reversionary Settlement Fund is an excellent result for the Settlement Class, as it will confer guaranteed monetary and equitable benefits, without the risks innate in continued litigation. *See generally* SA.

The Settlement Fund allocation and method of distributing to the Settlement Class is also reasonable. *See* Fed. R. Civ. P. 23(e)(2)(ii). Specifically, the Claims Process has thus far proven to be effective and simple as 19,982 Claim Forms have been submitted as of date with the Claims submission process ending on July 8, 2026. Admin. Decl. ¶ 13. In addition, the Settlement treats Settlement Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2)(D). For example, each Class Member can submit Claim Forms to receive monetary and equitable relief. *See* SA at Exhibit D ("Settlement Benefits Plan"). Moreover, the Settlement Administrator will objectively determine the validity of every claim. *Id.* ¶ 5.1. As a result, no Settlement Class Member will be treated more favorably than any other. In sum, Final Approval is warranted.

B. Final Certification of the Settlement Class Is Appropriate.

The Preliminary Approval Order analyzed the Rule 23(a) and (b)(3) class certification requirements and conditionally certified the Settlement Class for settlement purposes only. *See*

ECF No. 40 ¶¶ 3–4. Nothing has changed since Preliminary Approval that would affect the Court's granting final certification of the Settlement Class. Consequently, and for the reasons explained in Plaintiffs' Motion for Preliminary Approval, in the Court's Preliminary Approval Order, Class Counsel's corresponding declarations, and reiterated herein, the Settlement Class should be finally certified for settlement purposes.

VII. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant immediate relief. For the reasons discussed above, and for those described in the Motion for Preliminary Approval and Plaintiffs' Motion for Attorneys' Fees, and Service Awards, Plaintiffs respectfully request this Court enter the Final Approval Order, certify the Settlement Class, appoint Class Counsel and Plaintiffs as representatives for the Settlement Class, grant Final Approval of this Settlement, and award Service Awards, attorneys' fees, and expenses. A proposed Final Approval Order is attached hereto as **Exhibit 2**.

Dated: June 1, 2026

Respectfully submitted,

<u>/s/ Gary E. Mason</u>

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EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH LITIGATION	Case No.: 1:25-cv-02274

<u>DECLARATION OF RYAN ALDRIDGE REGARDING IMPLEMENTATION OF NOTICE PROGRAM AND VERIFICATION OF COMPLIANCE WITH NOTICE REQUIREMENTS</u>

I, Ryan Aldridge, hereby declare and verify as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Partner at Eisner Advisory Group, LLC ("EAG"). EAG was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EAG and our partners.

3. As the duly appointed Settlement Administrator, I verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

II. BACKGROUND

4. ***Preliminary Approval.*** On January 30, 2026, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EAG as Settlement Administrator. After the Court's preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program.

5. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EAG's compliance with the terms of the Preliminary Approval Order, to detail EAG's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. CLASS NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EAG maintains a database of 1,918,727 Settlement Class Members, which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EAG received the class data from Defendant's Counsel ("Settlement Class List") on March 9, 2026, in two Excel files with a total of 1,919,000 records. All records included a last name and first initial or full first name. After removing duplicates and test records from the class data, 1,918,727 unique records remained. In total, 1,498,008 records had an email address and 420,719 had no contact information to attempt notice.

7. ***Email Notice.*** Before sending the Email Class Notice, EAG performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. That process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses associated with 1,446,845 Settlement Class Member records passed the hygiene and verification process. In sending the email notice, EAG followed standard email best practices, including utilizing "unsubscribe" links and the Settlement Administrator contact information. Beginning on April 7, 2026, in accordance with the Preliminary Approval Order, EAG commenced sending the Email Notice to the 1,446,845 Class Members on the Notice List with an email address that passed hygiene and verification. The Email Notice included (a) the web address to the case Settlement Website for access to additional information, and (b) rights and options as a Settlement Class Member to submit a claim or opt out or object to the Settlement and the dates by which to act on those options. EAG followed standard email best practices, including utilizing "unsubscribe" links and providing Settlement Administrator contact

information in the Email Notice. Ultimately, the Email Notice was successfully delivered to 1,363,970 Class Members. A copy of the Email Notice is attached hereto as **Exhibit A.**

8. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box for the Settlement Program:

AAD Settlement Administrator

PO Box 1788

Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

9. ***Settlement Website.*** On April 6, 2026, EAG published the Settlement Website, www.AnneArundelPrivacySettlement.com. Visitors to the Settlement Website can download the Long-Form Notice, the Claim Form, and Court Documents, such as the Class Action Complaint, the Settlement Agreement, Motions filed by Class Counsel, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of May 29, 2026, the Settlement Website received 76,663 unique visits.

10. ***Toll-Free Number.*** On April 6, 2026, EAG established a dedicated toll-free telephone number, 1-844-467-4798 (the "Toll-Free Number"), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EAG also provided copies of the Long-Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

11. ***Email Support.*** EAG established an Email address, info@AnneArundelPrivacySettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

IV. NOTICE PROGRAM REACH

12. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct notice to 1,446,845 (75.41%) Settlement Class Members. As of May 29, 2026, the Notice Program reached a total of 1,363,970 (71.09%)[1] Settlement Class Members. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

Table 1: Notice Dissemination Statistics		
Description	**Volume (#)**	**Percentage of Settlement Class Members (%)**
Settlement Class Members	1,918,727	100.0%
Email Notice		
Total Email Notices Sent	1,446,845	75.41%
Total Email Notices Delivered	1,363,970	71.09%
Total Email Notices Bounced/Undeliverable	82,875	4.32%

V. CLAIM ACTIVITY

13. ***Claim Intake and Processing.*** The online claim submission feature was available beginning April 7, 2026. As of May 29, 2026, EAG has received a total of 19,982 claims submissions. Of these claims, 104 of these selected Cash Payment A, and 19,086 of these selected Cash Payment B. Additionally, 9,693 of these claimants selected Medical Data Monitoring. EAG will continue to intake and analyze claims received or postmarked by the claims filing deadline of July 8, 2026.

VI. EXCLUSIONS AND OBJECTIONS

14. ***Exclusions (Opt-Outs) Received.*** EAG has received ten (10) exclusion requests from

[1] The Federal Judicial Center explains in its *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%." Consistent with this guidance, the Notice Plan reached 71.09% of Settlement Class Members.

Settlement Class Members as of May 29, 2026. The deadline to submit a request for exclusion is June 9, 2026. A list of the individuals who have requested exclusion from the Settlement is attached as **Exhibit B**.

15. ***Settlement Objections.*** The Settlement Agreement directed objections be submitted to the Clerk of Court electronically or postmarked by June 9, 2026. EAG has not received any objections from Settlement Class Members. The deadline to object to the Settlement is June 9, 2026.

VII. CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Maryland that the foregoing is true and correct. Executed on this 1st day of June 2026 at Baton Rouge, Louisiana.

Ryan Aldridge

Exhibit A: Email Notice

From: AAD Settlement Administrator (Notice@pnclassaction.com)
To: test@testemail.com
Subject: Email Notice of Class Action Settlement
Reply To: AAD Settlement Administrator (info@annearundelprivacysettlement.com)
Date:

Class Member ID: ABC-1234567

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.AnneArundelPrivacySettlement.com or by calling 1-844-467-4798.

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 December 9, 2025. 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.

<u>What are the Settlement Benefits?</u>

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 February 14, 2025, and July 8, 2026.
- **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.

<u>How do I receive a Settlement Payment?</u>

Settlement Class Members must submit a Claim Form online at www.AnneArundelPrivacySettlement.com or by mail postmarked by **July 8, 2026** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement benefits.

<u>What are my options?</u>

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.AnneArundelPrivacySettlement.com. The deadline to exclude yourself or object is **June 9, 2026**.

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 July 16, 2026, at 10:00 a.m. ET, 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 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.AnneArundelPrivacySettlement.com or call toll-free 1-844-467-4798. You may also write to the Settlement Administrator at AAD Settlement Administrator, P.O. Box 1788, Baton Rouge, LA 70821.

THIS EMAIL NOTICE IS ONLY A SUMMARY.

Exhibit B: Exclusions

Exclusion List

In Re Anne Arundel Data Breach Litigation, Case No.: 1:25-cv-02274

Count	Name	State	Date
1	Marcia F. Cohn	VA	4/8/2026
2	Katherine Blankenship	FL	4/15/2026
3	Judith Ann James	PA	4/20/2026
4	Anita Adrienne Stewart	MD	4/30/2026
5	Felicia Ford	VA	5/5/2026
6	Timothy Wade Neaves	PA	5/2/2026
7	Linda Marie Neaves	PA	5/2/2026
8	Hannah Ledbetter Powell	TN	4/27/2026
9	Roderick J. Houston	MD	5/1/2026
10	Stephen F. Sauermelch	PA	5/4/2026

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE ANNE ARUNDEL DATA BREACH LITIGATION	Case No. 1:25-cv-02274-GLR

[PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Motion requesting that the Court enter an Order granting Final Approval of the Class Action Settlement as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Approval Order and Judgment ("Final Approval Order").

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement,

THE COURT makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS _______, day of **__________**, 2026,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Amended Consolidated Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable

information of its current and former patients and that this alleged failure caused injuries to Plaintiffs and the Class, including but not limited to when Defendant was the victim of a criminal act in which cybercriminals allegedly gained unauthorized access to Defendant's systems in 2025.

2. The Settlement does not constitute an admission of liability by Defendant, Defendant expressly denies all allegations of wrongdoing and maintains it acted lawfully at all times, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Final Approval Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On February 26, 2026, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Class in this matter, including defining the Class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Rule 23(b)(3) and 23(e), for settlement purposes only, the Court certified the Settlement Class, defined as follows:

> 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.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Rule 23(e), grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of Rule 23.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the Settlement terms in the Settlement Agreement, for:

a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by the Settlement Claims Administrator; and

b. A process for Settlement Class Members to submit claims for Identity Theft Monitoring Services.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed Motion for Attorneys' Fees, Costs, and Expenses, and the proposed Service Award Payments to Plaintiffs have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

11. As of the final date of the Opt-Out Period, ____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The persons

who have opted-out of the Settlement are listed below in Exhibit A. All Members of the Settlement Class, other than the ___ individuals who have opted-out of the Settlement and are listed in Exhibit A, are bound by this Final Approval Order.

12. As of the final date of the Objection Period, ___ potential Settlement Class Members have submitted a valid objection.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Court grants Plaintiffs' Motion for an Award of Attorneys' Fees, Expenses, and Service Awards, filed at ECF No. 49. Settlement Class Counsel are awarded $800,000.00 in attorneys' fees and $25,226.98 for reimbursement of litigation expenses to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. Plaintiffs are each awarded $1,500.00 for their service to the Settlement Class to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, Plaintiffs, and the Claims Administrator shall implement the Settlement in the manner and time frame as set forth therein.

16. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement.

17. Upon the Effective Date, the Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted

by law, the provisions, rights and benefits of California Civil Code section 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.

18. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, 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 in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims are asserted.

19. This Final Approval Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval

Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms 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 and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, Plaintiffs, any Settlement Class Member, or any other Releasing Persons subject to the provisions of this Final Approval Order.

20. The matter is hereby dismissed with prejudice except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

21. In accordance with Rule 23, this Final Approval Order and Judgment finally approves the Settlement Agreement and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this________day of ___________, 2026.

____

JUDGE

EXHIBIT A