

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

IN RE: YALE NEW HAVEN
HEALTH SERVICES CORP. DATA
BREACH

Case No. 3:25-cv-00609

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT WITH INCORPORATED MEMORANDUM OF LAW**

Plaintiffs,¹ individually, and on behalf of the Settlement Class, respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement and request that the Court: (i) preliminarily approve the Parties' Settlement as fair, adequate, reasonable, and within the reasonable range of possible final approval; (ii) appoint Plaintiffs as the Class Representatives; (iii) appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and William B. Federman of Federman & Sherwood as Class Counsel; (iv) appoint Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (v) provisionally certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (vi) approve the Parties' proposed Notice Program and Notice; (vii) approve the Claim Process and Claim Form; (viii) set the Claim Deadline, Opt-out Deadline, and Objection Deadline; and (ix) set a Final Approval Hearing. In support of the Motion for Preliminary Approval, attached is a Declaration of Class Counsel ("Joint Decl."), attached as ***Exhibit B***.

I. INTRODUCTION

This Action arises from a Data Incident that Plaintiffs allege compromised the Private Information of over five million individuals. Under the proposed Settlement, as set forth in the

¹ All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement and Release, attached as ***Exhibit A*** to the Motion for Preliminary Approval.

Agreement and its accompanying exhibits, Defendant has agreed to fund or cause to be funded an \$18 million non-reversionary all cash Settlement Fund for the benefit of the Settlement Class, and will also provide valuable injunctive relief in the form of meaningful data security measures that Defendant is implementing in the wake of the Data Incident.

The Settlement presented for the Court's consideration is fair, reasonable, and adequate. It was negotiated at arms-length with the assistance of Bennett G. Picker, of Stradley Ronon Stevens & Young LLP, a well-respected mediator with extensive experience mediating data breach class actions and complex cases. Joint Decl. ¶ 23. As described below, the Settlement provides for both monetary relief and equitable relief. Settlement Class Members will have the opportunity to seek reimbursement of up to \$5,000.00 for Documented Losses arising from the Data Incident or, in the alternative, a cash payment of approximately \$100.00. Agreement ¶ 78(a)–(b). Further, in addition to reimbursement of documented losses or an alternative cash payment, Settlement Class Members can also make a claim for two years of CyEx's Medical Data Monitoring product. *Id.* ¶ 78(c).

Class Counsel has extensive experience in data breach litigation and is keenly aware of the strengths and weaknesses of litigating the Action. Joint Decl. ¶ 30. Notwithstanding their confidence in the merits of their claims, Plaintiffs recognize the challenges and risks inherent in litigation, trial, and appeals, including certification of any class, and Defendant's various defenses as to standing, liability, and other affirmative defenses. *Id.* ¶ 34. The Settlement will also avoid further delay in providing relief to the Settlement Class and expensive and protracted litigation with uncertain results. *Id.* ¶ 35. In exchange for the above-referenced consideration, Plaintiffs and all Settlement Class Members will release Defendant and the other Released Parties from the claims in the Action. Accordingly, Plaintiffs respectfully request this Court preliminarily approve the Settlement.

II. BACKGROUND

A. The Data Incident.

Defendant is Connecticut's leading healthcare system with over 4,500 university and community physicians providing comprehensive, integrated, family-focused care in more than 100 medical specialties. Joint Decl. ¶ 3. Defendant maintained Private Information pertaining to its patients, including, but not limited to, their names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types, and/or medical record numbers. *Id.* ¶ 4.

On or about March 8, 2025, Defendant noticed suspicious activity on its computer systems and confirmed that cybercriminals accessed and acquired information stored on those systems. *Id.* ¶ 5. Subsequently, on March 11, 2025, Defendant posted a statement addressing the Data Incident on its website and informing the public that an unauthorized third-party gained access to Defendant's network. Complaint *Id.* ¶ 6. Defendant thereafter notified over five million individuals, including Plaintiffs and Settlement Class Members, that their Private Information may have been impacted by the Data Incident. *Id.* ¶ 7.

B. Summary of the Litigation and Settlement Negotiations.

Following public notification of the Data Incident, Plaintiff Michael Liparulo filed the first class action lawsuit relating to the Data Incident in the Superior Court of Connecticut in March of 2025 *Id.* ¶ 8. After discussing the demographics of the impacted individuals and jurisdiction with Defendant's counsel, Plaintiff Liparulo voluntarily dismissed his action pending in the Superior Court of Connecticut and, on April 16, 2025, Plaintiffs Jon Nathanson and Michael Liparulo filed the first two class action lawsuits relating to the Data Incident in this Court. *See Nathanson v. New Haven Health Services, Corp.*, No. 3:25-cv-00609; *Liparulo v. Yale New Haven Health Services,*

Corp., No. 3:25-cv-00610. On the same day, Plaintiff Nathanson filed a motion to consolidate the *Nathanson* and *Liparulo* actions and on April 22, 2025, the *Liparulo* action was consolidated into the *Nathanson* action *Id.* ¶ 9; Case No. 3:25-cv-00609, [ECF No. 22].

Thereafter, Plaintiffs Nathanson and Liparulo began discussing the prospect of early exchanges of data and background information. Joint Decl. ¶ 14. Once information was exchanged, the Parties then discussed the potential to resolve the litigation. *Id.* ¶ 15. Although the Parties were unsure if settlement was in their best interest at that time, while continuing to meet and confer, they scheduled a mediation for August 8, 2025, with experienced class action mediator, Bennett G. Picker. *Id.* ¶ 16. On April 25, 2025, Plaintiffs Nathanson, Liparulo, and Defendant filed a Joint Notice of Mediation and Stipulation to Set Case Deadlines informing the Court of the Parties' mediation scheduled for August 8, 2025, with mediator Bennett G. Picker. Esq. [ECF No. 27]. Additionally, the Parties stipulated to a case schedule setting deadlines for the filing of Plaintiffs' consolidated class action complaint, Defendant's motion to dismiss, Plaintiffs' opposition brief, and Defendant's reply. *Id.* In response, on May 7, 2025, the Court entered a scheduling order setting the following deadlines: (i) Plaintiffs' consolidated class action complaint was due by June 16, 2025; (ii) Defendant's answer or motion to dismiss was due by July 16, 2025; (iii) Plaintiffs' opposition to any motion to dismiss was due by August 29, 2025; and (iv) Defendant's reply was due by September 19, 2025. [ECF No. 38].

In accordance with the Court's scheduling order, Plaintiffs Nathanson and Liparulo propounded written discovery on the Defendant, including interrogatories and requests for production of documents. Joint Decl. ¶ 17. Plaintiffs Nathanson and Liparulo also participated in a rule 26(f) conference with Defendant to discuss a proposed litigation schedule and discovery plan. *Id.* ¶ 10. In anticipation of discovery, the Parties negotiated an electronically stored

information protocol and a protective order, which were stipulated to and filed with the Court on May 8, 2025. [ECF Nos. 40, 41]. The Court approved the protective order on May 9, 2025. [ECF No. 42].

Furthermore, in anticipation of mediation, Plaintiffs requested and Defendant produced information related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, the security enhancements Defendant implemented following the Data Incident to better protect its computer systems from future incidents, and a detailed explanation of the Data Incident. Joint Decl. ¶ 18. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, comparable case settlements and settlement positions. *Id.* ¶ 19.

After the *Nathanson* and *Liparulo* actions were filed, 16 additional related actions were filed in this Court relating to the Data Incident.² *Id.* ¶ 11. While working to move the litigation forward, counsel for Plaintiffs Nathanson and Liparulo met and conferred with Plaintiffs' counsel in the Related Actions, and ultimately they decided to self-organize and work cooperatively *Id.* ¶ 12. As such, Plaintiffs collectively filed a Consolidated Class Action Complaint on June 12, 2025, alleging the following causes of action on behalf of themselves and a nationwide class: (i)

² *Harvin v. New Haven Health Services Corp.*, No. 3:25-cv-00612; *Wise v. New Haven Health System*, No. 3:25-cv-00615; *Taylor-Austin v. New Haven Health Services Corp.*, No. 3:25-cv-00632; *Brumfield v. New Haven Health Services Corp.*, No. 3:25-cv-00658; *Adeji, et al. v. New Haven Health*, No. 3:25-cv-00651; *Taylor v. New Haven Health System*, No. 3:25-cv-00656; *Mott v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00662; *Wilson v. Yale New Haven Health System*, No. 3:25-cv-00666; *LeMaire v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00674; *Quinn v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00679; *Mortensen v. Yale New Haven Health System*, No. 3:25-cv-00690; *Wu v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00691; *Rodriguez v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00714; *Barletta v. Yale New Haven Health System*, No. 3:25-cv-00722; *Snitkoff v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00736; *Ortiz v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00784; and *Maglione v. Yale New Haven Health System*, No. 3:25-cv-00821.

negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; (v) breach of fiduciary duty; and (vi) declaratory judgment. [ECF No. 54]. Thereafter, Defendant filed a Motion to Dismiss Plaintiffs' Consolidated Class Action Complaint pursuant to Fed. R. Civ. P. 12(b)(6) on July 16, 2025 [ECF No. 61] and Plaintiffs filed their opposition on August 11, 2025 [ECF No. 66].

On August 8, 2025, the Parties participated in an all-day mediation with all Plaintiffs' counsel having the opportunity to participate in person at Mr. Picker's offices or virtually via Zoom. Joint Decl. ¶ 20. After a full day of arms-length negotiations, the Parties agreed to the material terms of this Settlement which resolves all claims on a classwide basis and is memorialized in the Agreement. *Id.* ¶ 21.

Following the mediation, the Parties continued to negotiate the finer points of the Settlement and worked together to draft the Agreement, Notice documents, and the instant Motion for Preliminary Approval. Plaintiffs also contacted several well-known settlement administrators to obtain bids for providing notice and administration. *Id.* ¶ 22.

III. SUMMARY OF SETTLEMENT

A. Settlement Class Member Benefits.

The Settlement negotiated on behalf of the Settlement Class provides for a non-reversionary all cash Settlement Fund of \$18 million that will be used to pay for: (i) Service Awards to Class Representatives awarded by the Court; (ii) attorneys' fees and costs awarded by the Court to Class Counsel; (iii) Settlement Administration Costs; and (iv) Settlement Class Member Benefits to Settlement Class Members. Agreement ¶ 75. The Settlement negotiated on behalf of the Settlement Class provides for multiple forms of relief, including the Settlement Class Member's choice between a reimbursement for Documented Losses or an Alternative Cash

payment and Medical Data Monitoring. *Id.* ¶ 78. Further, the Settlement also includes information security enhancements Defendant is implementing following the Data Incident. *Id.*

The Settlement Class is defined as:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Id. ¶ 68. Excluded from the Settlement Class are (i) all persons who are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (ii) governmental entities; (iii) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (iv) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge. *Id.*.

The Settlement Class includes over five million individuals. Defendant has agreed to pay the Claims of Settlement Class Members arising from the Data Incident with a cap of \$5,000.00 for any individual with documented losses or an alternative cash payment estimated to be \$100.00. Agreement ¶ 78(a)–(b). Further, in addition to reimbursement of documented losses or an alternative cash payment, Settlement Class Members can also make a claim for two years of Medical Data Monitoring. *Id.* ¶ 78(c). All Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or a decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. *Id.* ¶ 78. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. *Id.*

1. Cash Payment A – Documented Losses.

Cash Payment A provides for compensation for documented, unreimbursed ordinary losses fairly traceable to the Data Incident, up to a total of \$5,000.00 per person. *Id.* ¶ 78(a). To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. *Id.* Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third-party or the Settlement Class Member supporting a claim for expenses paid. *Id.*

2. Cash Payment B – Alternative Cash Payment.

As an 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. *Id.* ¶ 78(b). No third-party documentation is required to receive this payment.

3. Medical Data Monitoring.

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Data Monitoring that will include two years of CyEx’s Medical Data Monitoring product that will include: (i) real time monitoring of the credit file with one (1) credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.* ¶ 78(c).

4. Ongoing Data Security Efforts and Enhancements.

In addition to the benefits described above, the Settlement also acknowledges Defendant’s commitment to maintain certain enhancements and improvements to its security environment. *Id.*

¶ 78(d). Prior to Final Approval, Defendant will provide Class Counsel with a written attestation regarding the security measures, including the cost associated therewith, it implemented following the Data Incident (or will implement) to better protect the Settlement Class' Private Information from future disclosure resulting from a subsequent Data Incident. *Id.* The costs of any such security measures on the part of Defendant were paid or will be paid separately by the Defendant and will not come out of the Settlement Fund. *Id.*

B. The Release.

The Release is tailored to the claims "relating to the Data Incident," *i.e.*, that have been pled or could have been pled in this Action. Settlement Class Members who do not opt-out of Settlement will release all claims, whether known or unknown, against Defendant and its affiliates, that relate to the Data Incident. *Id.* ¶¶ 111-15.

C. The Notice and Claim Process.

Under the Settlement Agreement, Class Counsel, with Defendant's approval, has selected Epiq Class Action Claims & Solutions, Inc. to be the Settlement Administrator, who is charged with the responsibility to provide the Settlement Class with notice and administer the claims. *Id.* ¶ 66. The Settlement Administrator will administer various aspects of the Settlement under the supervision of the Parties' counsel. *Id.* ¶¶ 80-82. Class Counsel's decision, with Defendant's consent, to select Epiq Class Action Claims & Solutions, Inc. was based on the scope of the services proposed balanced against the cost for such services. Joint Decl. ¶ 49.

The Notice Program provides that within 10 days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the Class List. *Id.* ¶ 83. Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using Email Notice, Postcard Notice, if necessary,

and Long Form Notice approved by the Court. *Id.* ¶ 84. Settlement Class Members whose Email Notice bounces back or is undeliverable, or for whom an email address is not available, will be sent a Postcard Notice, to the extent the Settlement Administrator can identify the postal address of the Settlement Class Member. *Id.* ¶¶ 85-86. The Settlement Administrator shall perform reasonable postal address traces. *Id.*

The Email Notice and Postcard Notice will include, among other information: (i) a description of the material terms of the Settlement; (ii) how to submit a Claim Form; (iii) the Claim Form Deadline; (iv) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (v) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (vi) the Final Approval Hearing date; and (vii) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. *Id.* ¶ 85.

Finally, the Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class or object to the Settlement, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. *Id.* ¶ 88.

D. Claims Process.

The timing of the Claims Process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object. Joint Decl. ¶ 53. Settlement Class Members must submit their Claim Form to the Settlement Administrator by the Claim Form Deadline, which is 90 days after the Notice Date, either by mail or online. Agreement ¶¶ 27. The

Claim Form is written in plain language to facilitate ease in completion. *Id.* at Ex. 4. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. *Id.* ¶ 93.

E. Requests for Exclusion and Objections.

Settlement Class Members will have up to 60 days after the Notice Date to object or submit a request to opt-out of the Settlement. *Id.* ¶¶ 53-54. Similar to the timing of the Claims Process, the timing with regard to objections and requests for exclusion is structured to give Settlement Class Members sufficient time to access and review the Settlement documents—including Plaintiffs’ Application for Attorneys’ Fees, Costs, and Service Awards, which will be 45 days after the Notice Date. *Id.* ¶ 105.

F. Attorneys’ Fees, Costs, and Service Awards.

Class Counsel shall apply to the Court for Service Awards for the Class Representatives of up to \$2,500.00 each. *Id.* ¶ 108. The Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including: (i) investigating the matter prior to and after retaining counsel; (ii) participating in the plaintiff vetting process implemented by Class Counsel; (iii) reviewing and approving pleadings; (iv) remaining in close contact with Class Counsel to monitor the progress of the litigation; and (v) reviewing and communicating with Class Counsel regarding the settlement. Joint Decl. ¶ 46. Further, 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 costs. Agreement ¶ 107.

Plaintiffs will file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys’ Fees, Costs, and Service Awards, and prior to Settlement Class

members’ deadline to opt-out of or object to the Settlement Agreement. *Id.* ¶ 105.

IV. LEGAL AUTHORITY

“Federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain.” *Macedonia Church v. Lancaster Hotel, LP*, No. 05-0153 TLM, 2011 WL 2360138, at *9 (D. Conn. June 9, 2011). “Class action suits readily lend themselves to compromise because of the difficulties of proof, the uncertainties of the outcome, and the typical length of the litigation. There is a strong public interest in quieting any litigation; this is ‘particularly true in class actions.’” *In re Luxottica Group S.p.A. Sec. Litig. (In re Luxottica Group Litig.)*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006).

Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, a court may approve a class action settlement “only . . . on finding that [the settlement agreement] is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In determining whether to preliminarily approve a class action settlement, courts must first determine that the settlement class, as defined by the Parties, is certifiable under the standards of Federal Rule of Civil Procedure 23(a) and (b). “Before certification is proper for any purpose—settlement, litigation, or otherwise—a court must ensure that the requirements of Rule 23(a) and (b) have been met.” *Denney v. Deutsche Bank AG*, 443 F.3d 253, 270 (2d Cir. 2006) (concluding in part that “the District Court conducted a Rule 23(a) and (b) analysis that was properly independent of its Rule 23(e) fairness review”); *see also Johnson v. Kendall*, No. 3:21-CV-1214 (CSH), 2023 WL 6227678, at *2 (D. Conn. Sept. 26, 2023); *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. 169, 174 (S.D.N.Y. May 29, 2014).

Then, as part of Rule 23(e)’s “fairness, reasonableness, and adequacy” inquiry, courts must determine whether the terms of a proposed settlement warrant preliminary approval. *Lassen v.*

Hoyt Livery, Inc., No. 13-CV-1529 (VAB), 2017 WL 11682923, at *4 (D. Conn. June 5, 2017) (“Before approving a class action settlement, ‘the district court must determine that a class action settlement is fair, adequate, and reasonable, and not a product of collusion.’” (quoting *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000))). Courts in this Circuit find preliminary approval is warranted where it is the result of “serious, informed, non-collusive (‘arm’s length’) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies . . . and where the settlement appears to fall within the range of possible approval.” *Id.*; *Cohen*, 262 F.R.D. at 157; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. Oct. 16, 1997); *Bourlas v. Davis Law Assocs.*, 237 F.R.D. 345, 354 (E.D.N.Y. Aug. 30, 2006); *see also* Manual for Complex Litigation, § 30.41.

In granting preliminary approval, courts direct notice to be provided to settlement class members, who are given the opportunity to exclude themselves from or object to the settlement. *Lassen*, 2017 WL 11682923, at *4; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. at 102. At the final approval hearing, settlement class members may be heard by the court prior to its determination of whether to grant final approval of the settlement and dismiss the case. *Id.*

Because cases like the one at issue here, if handled on an individual basis, would heavily tax the system and cause large and unwarranted expenditures of both public and private resources, the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner. As set forth below, the Settlement here warrants Preliminary Approval so that Settlement Class Members will be notified of the Settlement and provided an opportunity to participate in the multiple opportunities for relief.

V. LEGAL DISCUSSION

A. The Settlement Should be Preliminarily Approved.

Courts within the Second Circuit follow the *Manual for Complex Litigation (Fourth)* guidelines and advise that in cases presented for both preliminary approval and class certification, the “judge should make a preliminary determination that the proposed class satisfies [Rule 23] criteria[.]” § 21.632; *see, e.g., Menkes v. Stolt-Nielsen S.A.*, 270 F.R.D. 80, 105, n.30 (D. Conn. 2010). When certification of a settlement class is sought, “courts must take a liberal rather than a restrictive approach.” *Cohen v. J.P. Morgan Chase & Co.*, 262 F.R.D. 153, 157-58 (E.D.N.Y. 2009); *see also Marisol A. v. Giuliani*, 126 F.3d 372, 377 (2d Cir.1997) (“Rule 23 is given a liberal rather than restrictive construction, and courts are to adopt a standard of flexibility” in deciding whether to grant certification.).

Rule 23(a) permits an action to be maintained as a class action if: (i) the class is so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the class; (iii) the claims or defenses of the class representatives are typical of the claims or defenses of the class; and (iv) the representative parties fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a). Further, “[i]n addition to satisfying Rule 23(a)’s prerequisites, parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Amchem Prods. v. Windsor*, 521 U.S. 591, 614 (1997). Plaintiffs seek certification under Rule 23(b)(3) which requires that “questions of law or fact common to class members predominate over any questions affecting only individual members” and “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

For the reasons discussed below, the Settlement Class should be certified for settlement

purposes pursuant to Rule 23(a) and (b).

1. The Settlement Class is Sufficiently Numerous.

Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Fed. R. Civ. P. 23(a)(1); *Johnson*, 2023 WL 6227678, at *4. While there is no numerical requirement for satisfying the numerosity requirement, forty class members generally satisfies the numerosity requirement. *Alcantara v. CNA Mgmt., Inc.*, 264 F.R.D. 61, 64 (S.D.N.Y. Dec. 8, 2009); *Iglesias-Mendoza v. La Belle Farm, Inc.*, 239 F.R.D. 363, 370 (S.D.N.Y. Jan. 29, 2007); *see also Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir.1995). Here, notice of the Data Incident was sent to over five million individuals. Joint Decl. ¶ 50. The large Settlement Class renders joinder impracticable. As such, the numerosity requirement is easily satisfied.

2. Questions of law and Fact are Common to the Settlement Class.

Commonality requires Plaintiffs to demonstrate “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2); *Johnson*, 2023 WL 6227678, at *4. The threshold for meeting this prong is not high—commonality does not require that every question be common to every member of the class, but rather that the questions linking class members are substantially related to the resolution of the litigation and capable of generating common answers even where the individuals are not identically situated. *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. at 175 (citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). A plaintiff may meet the commonality requirement where the individual circumstances of class members differ, but “their injuries derive from a unitary course of conduct by a single system.” *Marisol A.*, 126 F.3d at 377. “Even a single common legal or factual question will suffice.” *Jackson v. Bloomberg, L.P.*, 298 F.R.D. 152, 162 (S.D.N.Y. Mar. 19, 2014) (quoting *Freeland v. AT & T Corp.*, 238 F.R.D. 130, 140 (S.D.N.Y. Aug. 17, 2006)).

Here, commonality is met because multiple common issues exist, including: (i) whether

Defendant failed to adequately safeguard Plaintiffs’ and Class Members’ Private Information; (ii) whether Defendant had a duty to protect Settlement Class Members’ data and whether it breached that duty; (iii) whether Defendant’s data security systems, prior to and during the Data Incident, complied with applicable data security laws and regulations; and (iv) whether Defendant’s conduct rose to the level of negligence. These common questions, and others alleged by Plaintiffs in their Consolidated Complaint, are central to the causes of action brought here, will generate common answers, and can be addressed on a class-wide basis. Thus, Plaintiffs have met the commonality requirement of Rule 23.

3. Plaintiffs’ Claims and Defenses are Typical of the Settlement Class.

Typicality under Rule 23(a)(3) is satisfied where “each class member’s claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant’s liability.” *In re Flag Telecom Holdings, Ltd. Securities Litig.*, 574 F.3d 29, 35 (2d Cir. 2009) (internal quotation omitted); *Johnson*, 2023 WL 6227678, at *5; *see also Bolanos v. Norwegian Cruise Lines Ltd.*, 212 F.R.D. 144, 155 (S.D.N.Y. Nov. 26, 2002). The crux of the typicality requirement is to ensure that “maintenance of a class action is economical and [that] the named plaintiff’s claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence.” *Marisol A.*, 126 F.3d at 376.

Here, Plaintiffs’ and Settlement Class Members’ claims all stem from the same event—the Data Incident—and the cybersecurity protocols that Defendant had (or did not have) in place to protect Plaintiffs’ and Settlement Class Members’ Private Information. Each Plaintiff, like each Settlement Class Member, received a notice from Defendant regarding the Data Incident. Thus, Plaintiffs’ claims are typical of the Settlement Class Members’ claims, and the typicality requirement is satisfied.

4. Plaintiffs and Class Counsel Will Provide Fair and Adequate Representation for the Settlement Class.

Under Rule 23(a)(4), Plaintiffs must show that the proposed class representatives will “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). To satisfy the adequacy of representation requirement, Plaintiffs must demonstrate that: (i) the class representatives do not have conflicting interests with other class members; and (ii) class counsel is “qualified, experienced and generally able to conduct the litigation.” *Marisol A. by Forbes v. Giuliani*, 126 F.3d 372, 378 (2d Cir. 1997). Here, Plaintiffs’ interests are aligned with those of the Settlement Class in that they seek relief for injuries arising out of the same Data Incident. Plaintiffs and Settlement Class Members’ data was all compromised by Defendant in the Data Incident. Under the terms of the Settlement Agreement, Plaintiffs and Settlement Class Members will all be eligible to claim the same types of relief. Moreover, the Private Information of each Plaintiff and Settlement Class Member will be better protected going forward as a result of the enhanced security measures that Defendant has agreed to implement.

With respect to the second requirement, in appointing class counsel, courts must consider (i) counsel’s work in identifying or investigating claims; (ii) counsel’s experience in handling the types of claims asserted; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). Class Counsel have decades of combined experience as vigorous data breach class action litigators and are well suited to advocate on behalf of the Settlement Class. Joint Decl. ¶ 31. Class Counsel worked cooperatively and efficiently and have devoted substantial time and resources to this case. *Id.* ¶ 32. This work has included: (i) fully investigating the facts and legal claims, including interviewing and vetting the Plaintiffs; (ii) obtaining and reviewing documents from Class Members substantiating their claims; (iii) drafting and preparing the complaint originally filed in the

Superior Court of Connecticut and working with counsel in the 16 Related Actions to file a comprehensive Consolidated Complaint in this Court on June 12, 2025; (iv) regularly communicating with the named Plaintiffs to keep them informed of the progress in the case and settlement; (v) requesting, obtaining, and reviewing documents and information from Defendant regarding the Data Incident, Defendant's remedial measures after the Data Incident, and Defendant's cyber insurance status; (vi) drafting and negotiating a comprehensive ESI and Protective Order; (vii) participating in settlement negotiations with Defendant prior to and during the August 8, 2025 mediation with mediator Bennett G. Picker; (viii) soliciting bids from several claims administrators and working with Defendant to select the Settlement Administrator; (ix) developing the notice program and distribution plan for the Settlement Agreement; (x) working with the Settlement Administrator to finalize the notice and claim forms, and ensure the Settlement Website was created to easily notify the Settlement Class Members of their rights and obligations under the Agreement; (xi) negotiating and drafting the Settlement Agreement; and (xii) researching and briefing Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. *Id.* ¶ 33. Thus, the requirements of Rule 23(a) are satisfied.

5. Common Legal and Factual Issues Predominate in the Action and Class Treatment is Superior.

To show that common issues predominate, Plaintiffs must demonstrate that common questions of law or fact relating to the Settlement Class predominate over any individualized issues. *Bolanos*, 212 F.R.D. at 157. This requirement “tests whether the proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods., Inc.*, 521 U.S. at 623. The predominance requirement is met where the questions that are capable of common proof are “more substantial than the issues subject only to individualized proof.” *Roach v. T.L. Cannon Corp.*, 778 F.3d 401, 405 (2d Cir. 2015). The Second Circuit has held that “to meet the

predominance requirement . . . a plaintiff must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, predominate over those issues that are subject only to individualized proof.” *In re Nassau Cty Strip Search Cases*, 461 F.3d 219, 227-28 (2d Cir. 2006) (citations omitted). In the context of a request for settlement-only class certification, concerns about whether individual issues “would present intractable management problems” at trial drop out because “the proposal is that there be no trial.” *Amchem Prods.*, 521 U.S. at 620.

In this case, the key predominating questions are whether Defendant had a duty to exercise reasonable care in safeguarding, securing, and protecting the Private Information of Plaintiffs and the Settlement Class, and whether Defendant breached that duty. These issues are subject to “generalized proof” and “outweigh those issues that are subject to individualized proof.” *In re Nassau Cty. Strip Search Cases*, 461 F.3d at 227–28 (citation omitted). Courts around the country have recognized that the types of common issues arising from data breaches predominate over any individualized issues. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312-15 (N.D. Cal. Aug. 15, 2018) (predominance was satisfied because “Plaintiffs’ case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs’ personal information,” such that “the claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and that these issues predominated over potential individual issues); *see also Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (predominance was 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 The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (common

predominating questions included whether Home Depot failed to reasonably protect class members' personal and financial information, whether it had a legal duty to do so, and whether it failed to timely notify class members of the data breach); *In re Heartland*, 851 F. Supp. 2d at 1059 (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).

Additionally, because the claims are being certified for purposes of settlement, there are no issues with manageability, and resolution of millions of claims in one action is far superior to individual lawsuits. *Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only 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.”). The resolution of this matter through the Settlement guarantees an increase in judicial efficiency and conservation of resources over the alternative of individually litigating the claims of the individuals affected, all of which arise out of the *same* Data Incident.

The common questions of fact and law that arise from Defendant's conduct predominate over any individualized issues, a class action is the superior vehicle by which to resolve these issues, and the requirements of Rule 23(b)(3) are met. Accordingly, the Settlement Class should be preliminarily certified for settlement purposes.

B. The Settlement Terms are Fair, Adequate, and Reasonable.

Rule 23(e)(2) permits approval of a class action settlement after the Court determines the settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In evaluating a class action settlement, courts in the Second Circuit consider factors such as: (i) the complexity, expense and likely duration of the litigation; (ii) the reaction of the class to the settlement; (iii) the stage of the proceedings and the amount of discovery completed; (iv) the risks of establishing damages; (v) the

risks of maintaining the class action through the trial; (vi) the ability of the defendants to withstand a greater judgment; (vii) the range of reasonableness of the settlement fund in light of the best possible recovery; and (viii) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (abrogated on other grounds).

Preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed settlement on the basis of written submissions and an informal presentation by the settling parties. *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* (“*Newberg*”) § 11.25 (4th ed. 2002). While preliminary approval is a matter of discretion for the trial court, the court must give “proper deference to the private consensual decision of the parties” in exercising its discretion. *Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2d Cir. 1995); *Kemp-DeLisser v. Saint Francis Hosp. & Med. Ctr.*, No. 15-CV-1113 (VAB), 2016 WL 6542707, at *6 (D. Conn. Nov. 3, 2016); *Clark v. Ecolab Inc.*, 2009 WL 6615729, at *3 (S.D.N.Y. Nov. 27, 2009) (internal quotation omitted). To grant preliminary approval, the court need only find that there is “‘probable cause’ to submit the [settlement] to class members and hold a full-scale hearing as to its fairness.” *In re Traffic Executive Ass’n*, 627 F.2d 631, 634 (2d Cir. 1980). If, after a preliminary evaluation of the proposed settlement, the court finds that it “appears to fall within the range of possible approval,” the court should order that the class members receive notice of the settlement. *Newberg* § 11.25; *see also Cohen*, 262 F.R.D. at 157; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. at 102; *Bourlas*, 237 F.R.D. at 354.

Fairness is determined by reviewing both the terms of the settlement agreement and the negotiating process that led to such an agreement. *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 184 (W.D.N.Y. 2005). Preliminary approval should be granted where the settlement agreement is

the result of serious, informed, non-collusive (“arm’s length”) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies, and where the settlement appears to fall within the range of possible approval. *See Cohen*, 262 F.R.D. at 157; *Kemp-DeLisser*, 2016 WL 6542707, at *7; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. Oct. 16, 1997); *Bourlas*, 237 F.R.D. 345, 354 (E.D.N.Y. Aug. 30, 2006); *see also Manual for Complex Litigation*, § 30.41.

1. The Settlement was the Result of Arm’s Length Negotiations Between the Parties.

“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2 McLaughlin on Class Actions § 6:7 (8th ed. 2011); *see also Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (internal quotation omitted). Using a private mediator reinforces the non-collusive nature of a settlement. *Kemp-DeLisser*, 2016 WL 6542707, at *10; *Capsolas v. Pasta Res. Inc.*, No. 10-cv-5595, 2012 WL 1656920 at *1 (S.D.N.Y. May 9, 2012). Here, the Settlement is the product of good faith, arm’s length negotiations, conducted with the assistance of highly respected mediator, Bennett G. Picker, who has extensive experience with both class actions generally and data privacy matters in particular. Joint Decl. ¶ 23. Following the mediation, the Parties continued to negotiate the terms of the Settlement, including finalizing the Settlement Agreement, exhibits, and Notice Program, as well as determining and confirming remedial measures to enhance Defendant’s data security. *Id.* ¶ 22. Further, the Parties also engaged in meaningful informal discovery that allowed each side to understand the factual and legal issues related to the Data Incident. *Id.* ¶ 60. Provided that meaningful discovery and extensive negotiations took place, this factor tips the scale in favor of granting preliminary approval. *See Wal-Mart Stores, Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (a “presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached

in arm's-length negotiations between experienced, capable counsel after meaningful discovery.” (quoting Manual for Complex Litigation, Third § 30.42 (1995)). Accordingly, the presumption of reasonableness should apply here.

2. The Settlement Provides Substantial Relief to the Settlement Class, Particularly in Light of the Uncertainty of Prevailing on the Merits.

The Settlement guarantees Settlement Class Members real relief for harms suffered as a result of the Data Incident and also provides Settlement Class Members with assurance that they are less likely to be subject to similar breaches due to Defendant’s data security systems enhancements. Settlement Class Members who submit Valid Claims may choose between two Cash Payments—Cash Payment A or Cash Payment B—and may also claim three years of Medical Monitoring from CyEx. Agreement ¶ 78(a)–(c)). Indeed, Cash Payment A provides compensation for documented, unreimbursed losses up to a total of \$5,000.00 per person. *Id.* ¶ 78(a). In the alternative, Cash Payment B provides a *pro rata* cash payment estimated to be \$100.00. *Id.* ¶ 78(b). The medical data monitoring product is provided by CyEx and will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.* ¶ 78(c). Additionally, Defendant has agreed to implement enhanced data security protocols to ensure Settlement Class Members’ Private Information will be protected from future Data Incidents. *Id.* ¶ 78(d).

The value achieved through the Settlement is guaranteed, where chances of prevailing on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they also understand that should litigation continue, Defendant will assert a number of potentially case-dispositive defenses, including the arguments made in Defendant’s Motion to Dismiss filed on

July 16, 2025. Proceeding with litigation would open up Plaintiffs to the risks inherent in trying to achieve and maintain class certification, and prove liability—both factors considered under the test for final approval established by *Grinnell*. 495 F.2d at 463. In fact, should litigation continue, Plaintiffs would have to immediately survive the motion to dismiss, which is currently pending [ECF No. 61], in order to proceed past the pleading stage and into litigation.

Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). This is particularly true in this case considering this Court’s recent decision in *Jones v. Sturm, Ruger & Co., Inc.*, No. 3:22-cv-1233 (KAD), 2024 WL 1307148 (D. Conn. Mar. 27, 2024), which dismissed plaintiffs’ negligence and unjust enrichment claims in a similar data breach class action. While Plaintiffs are confident their negligence and unjust enrichment claims will survive Defendant’s pending Motion to Dismiss, this Court’s decision in *Jones* confirms that success is *not* guaranteed. Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

Plaintiffs dispute the defenses it anticipates Defendant will likely assert—but it is obvious their success at trial is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members will receive significant benefits in the immediate future without having to face further risk of receiving no relief.

3. Continued Litigation Will be Complex, Lengthy, and Expensive.

The costs, risks, and delay of continued litigation weigh in favor of settlement approval.

Although Plaintiffs are confident in the merits of their claims, the risks discussed above cannot be ignored. Aside from the potential that either side will lose at trial, Plaintiffs anticipate incurring substantial additional costs in pursuing this Action further. Should litigation continue, Plaintiffs would need to defeat Defendant's pending Motion to Dismiss, continue with extensive discovery, prepare and file a later motion for summary judgment, and both gain and maintain certification of the class. The additional costs would rise substantially as Plaintiffs prepare for class certification briefing and, if certification is granted, an almost certain attempt at an interlocutory appeal.

4. The Settlement was Reached After Significant Investigation and Exchange of Information.

When warranted, courts encourage early settlement of class actions because early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere. *See In re Interpublic Sec. Litig.*, No. 02-cv-6527, 2004 WL 2397190 at *12 (S.D.N.Y. Oct. 26, 2004) (early settlements should be encouraged when warranted by the circumstances); *Castagna v. Madison Square Garden, L.P.*, No. 09-cv-10211, 2011 WL 2208614 at *10 (S.D.N.Y. June 7, 2011) (commending Plaintiffs' attorneys for negotiating early settlement). Further, the "stage of proceedings" factor "explores the information that was available to the settling parties to assess whether Class Counsel have weighed their position based on a full consideration of the possibilities facing them." *Berryman v. Avantus, LLC*, No. 3:21-cv-1651-VAB, 2024 WL 2108824, at *8 (D. Conn. May 10, 2024) (internal quotations omitted). Further, the Second Circuit makes clear that engaging in formal discovery is *not* a requirement to satisfy the "stage of proceedings" factor. *D'Amato v. Deutsche Bank*, 236 F.3d 78, 87 (2d Cir. 2001) ("[T]he district court properly recognized that, although no formal discovery had taken place, the parties had engaged in an extensive exchange of documents and other information. Thus, the 'stage of proceedings' factor also weighed in favor of settlement approval."). Here the Parties acted

responsibly in reaching an early settlement. Despite the early stage of litigation, Plaintiffs here were able to complete a fulsome investigation of the facts to reach a complete understanding of the value of the Action, as well as the attendant risks of continued litigation. Joint Decl. ¶ 59. Indeed, the Parties engaged in significant informal discovery prior to mediation addressing the full scope and impact of the Data Incident, Defendant’s remedial efforts following the Data Incident, and a detailed summary of the Data Incident. *Id.* ¶ 60. After a thorough understanding of the Data Incident, it is the strong opinion of proposed Class Counsel that the Settlement presents a favorable result for the Settlement Class. *Id.* ¶ 61.

5. The Reaction of the Settlement Class has Been Positive.

Notice has not yet been issued to the Settlement Class. As such, the Court will have a better opportunity to fully analyze this factor after Notice is disseminated and Settlement Class members are given an opportunity to make claims, opt-out, or object. Nonetheless, Plaintiffs strongly support the Settlement reached here and Class Counsel believes the Settlement is fair, reasonable, and adequate and anticipates a positive reaction from the Settlement Class. *Id.* ¶ 23. This factor weighs in favor of Preliminary Approval.

6. Defendant’s Ability to Withstand a Judgment Does Not Prevent the Court from Approving the Settlement as Fair and Reasonable.

“This factor “standing alone, does not suggest that the settlement is unfair,” and where the “other *Grinnell* factors weigh heavily in favor of settlement,” the Court may still approve of the settlement as being fair, reasonable, and adequate. *Berryman*, 2024 WL 2108824, at *9 (quoting *D’Amato*, 236 F.3d at 86)). Indeed, “a defendant is not required to empty its coffers before a settlement can be found adequate.” *Fleisher v. Phoenix Life Ins. Co.*, No. 11-cv-8405 (CM), 2015 WL 10847814, at *9 (S.D.N.Y. Sept. 9, 2025). Here, although Defendant is likely able to withstand

a greater judgment, the financial obligations the proposed Settlement imposes on it are nonetheless substantial. This factor weighs in favor of preliminary approval.

C. The Settlement Should be Approved Under Rule 23(e)(2).

Rule 23(e) requires courts to ensure that a class settlement is “fair, reasonable, and adequate” in light of the following factors:

- (A) the class representatives and plaintiffs’ counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the 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 class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

These factors largely overlap with the *Grinnell* factors, and thus, also support Preliminary Approval. *See* Section (V)(a),(b), *supra*; *see, e.g., Moses v. N.Y. Times Co.*, 79 F.4th 235, 243 (2d Cir. 2023). Plaintiffs also state that there is no additional agreement between the Parties that would affect any term of the Agreement. Joint Decl. ¶ 29.

D. The Settlement Administrator Will Provide Adequate Notice.

Rule 23(e)(1) requires the Court to “direct reasonable notice to all class members who would be bound by” a proposed settlement. For classes, like this one, certified under Rule 23(b)(3),

parties must provide “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” 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).

The Notice Program is designed to satisfy Rule 23(e)(1). *See* Agreement at Exs. 1–4. Here, the Settlement Administrator will disseminate direct Notice via a detailed Email Notice or Postcard Notice within 30 days of the Preliminary Approval Order. Agreement ¶ 84. As stated above, Settlement Class Members whose Email Notice bounces back or is undeliverable, or whose email address is not available, will be sent a Postcard Notice, to the extent the Settlement Administrator can identify the postal address of the Settlement Class Member. *Id.* ¶ 85. In addition to individualized Notice via Email Notice or Postcard Notice, the Long Form Notice will also be available to Settlement Class Members on the Settlement Website, along with all relevant filings. *Id.* ¶¶ 87-88. The Settlement Administrator will also make a toll-free telephone line available by which Settlement Class members can seek answers to questions. *Id.* ¶ 49.

The Notice Program is clear, straightforward, and is designed to inform Settlement Class Members of their rights and options under the Settlement. Joint Decl. ¶ 51. The Notice Program clearly defines the Settlement Class; outlines the options available to Settlement Class Members along with the applicable deadlines; presents the essential terms of the Settlement in an accessible and easy-to-understand format; discloses the requested Service Awards for the Class Representatives and the amount of attorneys’ fees and costs that proposed Class Counsel intends to seek; explains the procedures for submitting Valid Claims, objections, or requests for exclusion;

provides the information necessary for Settlement Class Members to calculate their individual recovery; and includes the date, time, and location of the Final Approval Hearing. Joint Decl. ¶ 52; *see also* Agreement at Exs.1–3.

The Notice Program is the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the Action, and gives them an opportunity to object or opt-out of the Settlement. Accordingly, the Notice process should be approved by this Court.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request this Court grant Plaintiffs’ Motion for Preliminary Approval enter the Preliminary Approval Order. A proposed Preliminary Approval Order is attached as *Exhibit C*.

Dated: September 10, 2025.

Respectfully submitted,

/s/ Jeff Ostrow

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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

IN RE: YALE NEW HAVEN HEALTH
SERVICES CORP. DATA BREACH
LITIGATION

Case No. 3:25-cv-00609-SRU

Consolidated Class Action

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is Connecticut's leading healthcare system with over 4,500 university and community physicians providing comprehensive, integrated, family-focused care in more than 100 medical specialties. Defendant maintained patients' Private Information, including their names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types, and/or medical record numbers.

2. On March 8, 2025, Defendant detected suspicious activity on its computer systems and confirmed that a criminal third party accessed and acquired information stored on those systems.

3. On March 20, 2025, Plaintiff Liparulo filed the first class action lawsuit in the Superior Court for the Judicial District at New Haven for the alleged exposure of his and all similarly situated individuals' Private Information seeking money damages and injunctive relief.

4. Following the filing of the state action, Plaintiffs Liparulo's counsel and

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

Defendant's counsel met and conferred regarding the case, and after discussing the impacted population, they collectively determined there was CAFA jurisdiction, and therefore the case should be dismissed and re-filed in federal court. Plaintiff Liparulo then dismissed his state action.

5. On April 14, 2025, Defendant began sending letters to 5,383,557 living individuals advising them that their Private Information may have been impacted in the Data Incident.

6. On April 16, 2025, Plaintiff Nathanson filed the first lawsuit in this Court [ECF No. 1]. That same day, Plaintiff Liparulo re-filed his lawsuit in this Court.

7. On the same day, Plaintiff Nathanson filed a motion to consolidate the two filed actions and all future related actions. [ECF No. 4]. The Court granted the motion on April 22, 2025, but only as to those actions. [ECF No. 22].

8. Thereafter, Plaintiffs Nathanson and Liparulo began discussing the prospect of early resolution. Although the Parties were unsure if settlement was in their best interest at that time, they scheduled a mediation with experienced class action mediator, Bennett G. Picker, Esq., for August 8, 2025.

9. On April 25, 2025, Plaintiffs Nathanson, Liparulo, and Defendant filed a Joint Notice of Mediation and Stipulation to Set Case Deadlines informing the Court of the parties' mediation scheduled for August 8, 2025, with mediator Bennett G. Picker, Esq. [ECF No. 27]. Additionally, the Parties stipulated to a case schedule setting deadlines for the filing of Plaintiffs' consolidated class action complaint, Defendant's motion to dismiss, Plaintiffs' opposition brief, and Defendant's reply. [*Id.*].

10. In response, on May 7, 2025, the Court entered a scheduling order setting the following deadlines: Plaintiffs' consolidated class action complaint was due by June 16, 2025; Defendant's answer or motion to dismiss was due by July 16, 2025; Plaintiffs' opposition to any

motion to dismiss was due by August 29, 2025; and Defendant's reply was due by September 19, 2025. [ECF No. 38].

11. Plaintiffs Nathanson and Liparulo propounded written discovery on the Defendant, including a request for interrogatories and request for production. They also participated in a rule 26(f) conference to discuss a proposed litigation schedule and discovery plan. In anticipation of discovery, Plaintiffs Nathanson and Liparulo negotiated an electronically stored information protocol and a protective order, which were stipulated to and filed with the Court on May 8, 2025. [ECF Nos. 40, 41]. The Court approved the protective order on May 9, 2025. [ECF No. 42].

12. Following the filing of the first two actions, 16 additional Related Actions were filed with similar claims seeking to represent the same putative classes as Plaintiffs Nathanson and Liparulo.²

13. Over the course of the next few weeks, Plaintiffs' counsel for Nathanson and Liparulo met and conferred with Plaintiffs' counsel in the other 16 Related Actions, and ultimately, they decided to all self-organize and work cooperatively.

14. Plaintiffs filed a consolidated class action complaint on June 12, 2025, alleging claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of

² *Liparulo v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00610; *Harvin v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00612; *Wise v. Yale New Haven Health System*, No. 3:25-cv-00615; *Taylor-Austin v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00632; *Brumfield v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00658; *Adjei, et al. v. Yale New Haven Health*, No. 3:25-cv-00651; *Taylor v. Yale New Haven System*, No. 3:25-cv-00656; *Mott, et al. v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00662; *Wilson v. Yale New Haven Health System*, No. 3:25-cv-00666; *LeMaire v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00674; *Quinn v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00679; *Mortensen v. Yale New Haven Health System*, No. 3:25-cv-00690; *Wu v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00691; *Rodriguez v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00714; *Barletta v. Yale New Haven Health System*, No. 3:25-cv-00722; *Snitkoff v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00736; *Ortiz, et al. v. Yale New Haven Health Services Corp.*, No. 3:25-cv-00784; and *Maglione v. Yale New Haven Health System*, No. 3:25-cv-00821.

fiduciary duty, and declaratory judgment and injunctive relief. [ECF No. 54].

15. On July 16, 2025, Defendant filed a motion to dismiss [ECF No. 61] to which Plaintiffs filed their opposition on August 11, 2025. [ECF No. 66].

16. In advance of mediation, Plaintiffs requested, and Defendant produced, informal discovery requests related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident to better protect its computer systems from future incidents. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

17. On August 8, 2025, the mediation took place both in-person in Philadelphia at Mr. Picker's offices and on Zoom. After a full day of arms-length negotiations, the Parties agreed to the material terms of this Settlement which resolves all claims on a classwide basis.

18. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing.

of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

19. **“Action”** means the above-captioned consolidated action, *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.), and the Related Actions.

20. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Settlement Agreement, including all exhibits, between Plaintiffs and Defendant.

21. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking attorneys’ fees, costs, and Service Awards.

22. **“CAFA Notice”** means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

23. **“Cash Payment”** means the cash compensation paid to Settlement Class Members who elected to submit a timely Valid Claim for either Cash Payment A – Documented Losses or

Cash Payment B – Alternate Cash.

24. “**Cash Payment A – Documented Losses**” means the cash compensation of up to \$5,000.00 that Settlement Class Members with documented losses may elect under the Settlement.

25. “**Cash Payment B – Alternate Cash**” means the cash compensation in the estimated amount of \$100.00 that Settlement Class Members may elect under the Settlement. This value may be increased or decreased based on the number of Valid Claims received.

26. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified as necessary, subject to the Parties’ approval.

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

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

29. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine the validity of all Claims.

30. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and William B. Federman of Federman and Sherwood.

31. “**Class List**” means the list of Settlement Class Members provided by Defendant to the Settlement Administrator for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent available, the Class List shall include the Settlement Class Members’ names, last known addresses, and email addresses. Prior to sending the Class List, the Settlement

Administrator shall execute a Business Associate Agreement as directed by the Parties.

32. “**Class Representatives**” means the Plaintiffs the Court approves to serve as representatives on behalf of the Settlement Class.

33. “**Complaint**” means the Consolidated Complaint filed on June 12, 2025.

34. “**Court**” means the United States District Court for the District of Connecticut, and the Judge(s) assigned to the Action.

35. “**Data Incident**” means the data incident discovered on or about March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed individuals’ Private Information.

36. “**Defendant**” means Yale New Haven Health Services Corporation, the defendant in the Action.

37. “**Defendant’s Counsel**” means Casie D. Collignon and Sean B. Solis of Baker & Hostetler LLP.

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

39. “**Email Notice**” means the email form of Notice of the Settlement, if email addresses are available, substantially in the form attached hereto as *Exhibit 1*, and distributed to Settlement Class Members.

40. “**Escrow Account**” means the interest-bearing account to be established by the

Settlement Administrator consistent with the terms and conditions described herein.

41. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as *Exhibit 6*.

42. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting the application for Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards. The hearing may be held via video conference or by telephone, and if so, instructions will be posted on the Settlement Website.

43. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of approved attorneys’ fees, costs, and Service Awards.

44. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

45. “**Medical Data Monitoring**” means the CyEx monitoring product with two years of monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

46. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

47. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

48. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys’ fees, costs, and Service Awards.

49. “**Notice**” means the Email Notice, Postcard Notice, Long Form Notice made

available on the Settlement Website, and information available via a toll-free telephone number that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

50. **“Notice Commencement Date”** means 30 days after the Court’s entry of the Preliminary Approval Order.

51. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

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

53. **“Objection Deadline”** means 60 days after the Notice Commencement Date and is the last date by which Settlement Class Members may object to the Settlement.

54. **“Opt-Out Deadline”** means 60 days after the Notice Commencement Date and is the last date by which Settlement Class Members may opt-out of the Settlement.

55. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

56. **“Plaintiffs”** means Jon Nathanson, Michael Liparulo, Stephanie Harvin, Michael Wise, Michele LeMaire, Amber Wilson, Stephen Quinn, Kathryn Mortensen, Ping Wu, Michael Barletta, Adam Snitkoff, Tyoka Brumfield, Julie Mott (as parent and guardian of J.D.R.A., a minor), Maria Krantz (as parent and guardian of F.R.K. and E.V.K., minors), Alexander Hudson, Nina Pullman, Lisa Taylor-Austin, Deb Brown (as parent and guardian of H.A.B, a minor), Trent Berger, Sarah Crowell, Eric Wilson, Erica Ortiz (as parent and guardian of M.F. 1, M.F. 2, and G.O.S., minors), Patricia Rodriguez, Robert Taylor, Tiffany Adjei, and Eric Maglione.

57. “**Private Information**” means the personally identifiable information and private health information identified in the Complaint, which consists of some combination of the following: their names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types, and/or medical record numbers.

58. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

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

60. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

61. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

62. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, common law, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

63. **“Released Parties”** means Defendant, Yale University, Bridgeport Hospital, Yale New Haven Children’s Hospital, Greenwich Hospital, Lawrence + Memorial Hospital, Yale New Haven Psychiatric Hospital, Smilow Cancer Hospital, Yale New Haven Health Urgent Care, Westerly Hospital, Yale New Haven Hospital, Clinical Affiliates, Northeast Medical Group, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, servants, attorneys, accountants, insurers, reinsurers, benefit plans, partners, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on Defendant’s behalf, in their capacity as such.

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

65. **“Service Awards”** means the monetary compensation the Court may approve for the Plaintiffs for serving as Class Representatives.

66. **“Settlement Administrator”** means Epiq Class Action Claims & Solutions, Inc. or Epiq, the third-party notice and claims administrator jointly selected by the parties.

67. **“Settlement Administration Costs”** means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

68. **“Settlement Class”** means all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated

companies, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

69. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

70. “**Settlement Class Member Benefits**” means the Cash Payment and/or Medical Data Monitoring benefits described herein.

71. “**Settlement Fund**” means the non-reversionary all cash \$18,000,000.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

72. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

73. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form

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

III. Settlement Fund

74. Within 45 days of Preliminary Approval, and upon the receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant shall fund or cause to be funded \$9,000,000.00 to partially establish the Settlement Fund. Within 45 days following Final Approval, the Defendant shall fund or cause to be funded the remaining \$9,000,000.00 to complete the funding of the Settlement Fund. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

75. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; and (2) all Settlement Administration Costs; (3) any attorneys' fees, costs, and Service Awards approved by the Court.

76. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income

earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

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

V. Settlement Class Member Benefits

78. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash. All Settlement Class Members may also elect to receive Medical Data Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a *pro rata*: (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund, or (b)

decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund, after payment of Settlement Administration Costs, any Attorneys' Fees, Costs, and Service Awards, in the following order: 1) payment of Medical Data Monitoring, 2) Cash Payment A – Documented Losses, and 3) Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

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

notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be converted to a Cash Payment B – Alternate Cash claim.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a cash payment in the estimated amount of \$100.00. This value may be increased or decreased based on the number of Valid Claims received.

c. Medical Data Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Data Monitoring that will include two years of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

d. Information Security Enhancements

Prior to Final Approval, upon request, Defendant will provide Class Counsel with a written and signed declaration regarding the security measures, including the cost associated therewith, it implemented following the Data Incident to better protect the Settlement Class' Private Information. The costs of any such security measures on the part of Defendant were paid or will be paid separately by the Defendant and will not come out of the Settlement Fund.

VI. Settlement Approval

79. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Epiq as the Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Gary M. Klinger, and William B. Federman as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

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

81. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

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

- a. Serving CAFA Notice upon the appropriate state and federal officials providing notice of the proposed Settlement as set forth in paragraph 22.
- b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice, and Postcard Notice, if necessary, and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- c. Establishing and maintaining the Settlement Fund and the Escrow Account;
- d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- f. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- g. Responding to any mailed Settlement Class Member inquiries;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, including the value of all Claims for Cash Payment A, the number of Claims for Cash Payment B, and the number of Settlement Class Members who elected Medical Data Monitoring, and providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

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

l. Ensuring the issuance of the Medical Data Monitoring activation codes to all Settlement Class Members who elect Medical Data Monitoring;

m. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

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

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

83. Defendant will provide the Settlement Administrator with the Class List no later

than 10 days after entry of the Preliminary Approval Order.

84. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using Email Notice, Postcard Notice, if necessary, and Long Form Notice approved by the Court. The dissemination of the Notices shall be completed within 15 days of the Notice Commencement Date.

85. All Settlement Class Members will be sent an Email Notice or Postcard Notice, in the event an email address is not available. The Email Notice or Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline, which is the last day for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline, which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

86. Those Settlement Class Members whose Email Notice bounces back or is undeliverable will be sent a Postcard Notice, to the extent the Settlement Administrator can identify the postal address of the Settlement Class Member. The Settlement Administrator shall perform reasonable postal address traces. By way of example, a reasonable tracing procedure would be to

run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 14 days before the Opt-Out and Objection Deadlines, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

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

88. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. Members of the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: 1) be personally signed by the Settlement Class Member; 2) contain the requestor's name, address, telephone number, and email address (if any); 3) contain the case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.); and 4) include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the 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 timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid

Claim.

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

90. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. the case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.);
 - c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each

case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

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

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

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

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

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

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

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

IX. Claim Process and Disbursement of Cash Payments and Medical Data Monitoring

91. The Notice and the Settlement Website will explain to Settlement Class Members

that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

92. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

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

94. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

95. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible

fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

96. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

99. The Settlement Administrator shall provide all information gathered in

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

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

101. No later than 30 days after the Effective Date or completion of the Settlement Administrator's validity review, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

102. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select electronic payment via Venmo or Zelle or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 30 days to select their form of payment. Settlement Class Members who do not provide correct or complete information to receive an electronic payment shall receive a paper check in the mail. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds. Any

member of the Settlement Class who does not cash their check within the aforementioned time period may petition the Settlement Administrator within 30 days of the expiration of their uncashed check to reissue their paper check and, good cause providing, the Settlement Administrator will issue a new check. Members of the Settlement Class are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within 30 days of reissuance (based on the date of the check). Settlement Class Members who do not timely cash their checks and who fail to petition for a reissuance of the uncashed check will be considered as having waived any right to a cash payment under the Settlement Agreement.

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

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

X. Final Approval Order and Final Judgment

105. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service

Awards, provided the objectors submitted timely objections that meet all requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees, Costs, and Service Awards

107. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost approved by the Court shall be paid by the Settlement Administrator out

of the Settlement Fund by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

108. ***Service Awards*** – Class Counsel shall apply to the Court for Service Awards for the Class Representatives not to exceed \$2,500.00 each. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund directly to the Class Representatives within 30 days of the Effective Date.

109. Attorneys' fees, costs, and Service Awards were not negotiated by the Parties until all other material terms of the Settlement had been determined. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XII. Disposition of Residual Funds

110. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, any residual shall be distributed to Connecticut Legal Services, to be approved by the Court.

XIII. Releases

111. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies,

whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Data Incident that the Releasing Parties may have or had.

112. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under 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.

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

113. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain

any of the Settlement Class Member Benefits under the Settlement.

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

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

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

118. In the event that more than 500 Settlement Class Members exercise their right to

exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

119. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

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

XV. Effect of Termination

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

retained and preserved.

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

XVI. No Admission of Liability

123. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint. Defendant denies all liability and all allegations of wrongdoing of any kind. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

interests of the Settlement Class.

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

126. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XVII. Miscellaneous Provisions

128. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has

settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement.

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

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

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

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

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

been made by any Party hereto, except as provided for herein.

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

135. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Connecticut, without regard to the principles thereof regarding choice of law.

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

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

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

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Gary M. Klinger
**Milberg Coleman Bryson
Phillips Grossman PLLC**
227 West Monroe Street, Ste. 2100
Chicago, IL 60606
gklinger@milberg.com

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
The Village, OK 73120
wbf@federmanlaw.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon
Sean B. Solis
Baker & Hostetler LLP
1801 California Street, Ste. 4400
Denver, CO 80202
ccollignon@bakerlaw.com
ssolis@bakerlaw.com

Yale New Haven Health Services Corporation
Legal & Risk Services Department
789 Howard Avenue, CB230
New Haven, CT 06519
Attention: General Counsel
LRSDrisk@ynhh.org

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

139. ***Modification and Amendment.*** This Agreement may not be amended or modified,

except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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

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

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

143. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

144. ***No Tax Advice.*** The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

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

Signatures on the following page

CLASS COUNSEL (On Behalf of the Plaintiffs and the Settlement Class)

Jeffrey Ostrow
Jeffrey Ostrow (Sep 9, 2025 18:52:15 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.


Gary Klinger (Sep 9, 2025 17:52:44 CDT)

GARY KLINGER
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

William B. Federman
William B. Federman (Sep 9, 2025 18:10:22 CDT)

WILLIAM B. FEDERMAN
FEDERMAN & SHERWOOD

**YALE NEW HAVEN HEALTH
SERVICES CORPORATION**


By: Christopher M. O'Connor
Its Chief Executive Officer

**YALE NEW HAVEN HEALTH
SERVICES CORPORATION'S COUNSEL**


CASIE COLLIGNON
BAKER & HOSTETLER LLP

EXHIBIT 1

(EMAIL NOTICE)

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: YALE NEW HAVEN HEALTH COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>

United States District Court for the District of Connecticut

In Re: Yale New Haven Health Services Corp. Data Breach Litigation

If your Private Information was impacted in the Data Incident involving Yale New Haven Health Services Corporation discovered on March 8, 2025, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

You can file your Claim Form [here](#).

An \$18,000,000 Settlement has been reached in a class action lawsuit against Yale New Haven Health Services Corporation (“Defendant”) arising from a Data Incident discovered on March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed Settlement Class Members’ Private Information. Private Information includes personally identifiable information and private health information consisting of some combination of the following: names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types and/or medical record numbers. The Defendant denies the legal claims and any wrongdoing or liability, but the parties have agreed to the Settlement.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

What Does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

- **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**
- **Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100; **AND**

- **Medical Data Monitoring** - In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive up to two years of free Medical Data Monitoring.
- **Information Security Enhancements:** Defendant has or will be implementing additional security measures following the Data Incident.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted. More information is available in the [Settlement Agreement](#) or the [Long Form Notice](#).

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by Month XX, 20YY** or you will not be able to sue Defendant and Released Parties for any of the Released Claims. For more information regarding the Releases and Released Claims, please visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com). If you opt out, you cannot get any Settlement Class Member Benefits. If you want to object to the Settlement, you may file an objection by **Month XX, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs, Service Awards, and any objections. This hearing may be held remotely, so please check the settlement website for more information. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This Notice is a summary. Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

EXHIBIT 2 (POSTCARD NOTICE)

Yale New Haven Health Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

**If your Private Information was impacted
in the Data Incident involving Yale New
Haven Health Services Corporation,
discovered on March 8, 2025, and you
were sent notice, you may be entitled to
Settlement Class Member Benefits from a
Settlement.**

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

This Notice is a summary. Learn more about the
Settlement at www.XXXXXX.com, or by calling toll
free 1-XXX-XXX-XXX.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

<<UNIQUEID>>

An \$18,000,000 Settlement has been reached in a class action lawsuit against New Haven Health Services Corporation (“Defendant”) involving a Data Incident discovered on March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed Settlement Class Members’ Private Information. Private Information may include personally identifiable information and private health information consisting of some combination of the following: names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types and/or medical record numbers. The Defendant denies the legal claims, and any wrongdoing or liability, but the parties have agreed to the Settlement.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100; **AND**

Medical Data Monitoring: In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive up to two years of free Medical Data Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Information Security Enhancements: Defendant has or will be implementing additional security measures following the Data Incident.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out request postmarked by **Month XX, 20YY** or you will not be able to sue Defendant and Released Parties for any of the

Releases, Claims, for more information regarding 3G Releases, and Released Claims, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you opt out, you cannot get any Settlement Class Member Benefits. If you want to object to the Settlement, you may file an objection by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees up to one-third of the Settlement Fund, plus reimbursement of costs, Service Awards, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

<<MailID>>

THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

Yale New Haven Health Data Incident

If you wish to notify the Settlement Administrator of any change in your contact information, you may fill out and return this card. THIS CARD IS NOT A CLAIM FORM.

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

Yale New Haven Health Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT 3
(LONG FORM NOTICE)

If your Private Information was impacted in the Data Incident involving Yale New Haven Health Services Corporation discovered on March 8, 2025, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

- An \$18,000,000 Settlement has been reached in a class action lawsuit against Yale New Haven Health Services Corporation (“Defendant”) arising from a Data Incident discovered on March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed Settlement Class Members’ Private Information. Private Information includes personally identifiable information and private health information consisting of some combination of the following: names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types and/or medical record numbers.
- The Settlement Class includes: all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100; **AND**

Medical Data Monitoring: In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

Information Security Enhancements: Defendant has or will be implementing additional security measures following the Data Incident.

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
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.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, and Application for Attorneys’ Fees, Costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the

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

Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Honorable Stefan R. Underhill of the United States District Court for the District of Connecticut is overseeing this class action. The lawsuit is known *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Yale New Haven Health Services Corporation, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated involving a Data Incident discovered on March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed Settlement Class Members’ Private Information. Private Information includes personally identifiable information and private health information consisting of some combination of the following: names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types and/or medical record numbers.

Defendant denies the legal claims and any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to this Settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called Class Representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

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

You are included in the Settlement Class if you are a living individual residing in the United States who was sent a notice of the Data Incident indicating your Private Information may have been impacted in the Data Incident.

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

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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 www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of expenses incurred as a result of the Data Incident include (but are not limited to): unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

Cash Payment B – Alternate Cash

Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund, calculated after payment of Settlement Administration Costs, any Attorneys' Fees, Costs, and Service Awards, and for Medical Monitoring has been subtracted. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

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

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Settlement Administration Costs, any Attorneys' Fees, Costs, and Services, and Medical Data Monitoring, then for Cash Payment A – Documented Losses, and then to those who elect Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Medical Data Monitoring - In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Information Security Enhancements

Defendant has or will be implementing additional security measures following the Data Incident.

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below 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 submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Paper Claim Forms are available for download at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Yale New Haven Health Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

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 writing to:

Yale New Haven Health Data Incident
Settlement Administrator

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

PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided 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.XXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature;
- 3) The case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.); and
- 4) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Yale New Haven Health Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

“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 the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

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

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

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

No. Unless you opt-out, you give up any right to sue the Defendant and Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Defendant and Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court 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 Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY** and send copies by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator stating that you object to the Settlement in *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) The case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609 (D. Conn.);
- 3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice you received;
- 4) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 5) The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 6) The identity of all lawyers representing you, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, and Costs and Service Awards, and whether they will appear at the Final Approval Hearing;
- 7) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 8) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 9) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 10) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's lawyer, including the taking of depositions and requiring the production of documents.

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

To object, you must file your timely written objection with the Court by **Month DD, 20YY**, and send it by U.S. mail or shipped by private courier (such as Federal Express) to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by **Month DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court District of Connecticut Richard C. Lee United States Courthouse 141 Church St. New Haven, CT 06510	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Gary M. Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 West Monroe St. Suite 2100 Chicago, IL 60606 William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. The Village, OK 73120	Casie D. Collignon Sean B. Solis Baker & Hostetler LLP 1801 California St. Suite 4400 Denver, CO 80202	<i>Yale New Haven Health Data Incident</i> Settlement Administrator PO Box xxxxx Portland, OR 972xx-xxxx

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips Grosman PLLC and William B. Federman of Federman & Sherwood as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$2,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

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

THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Application for Attorneys’ Fees, and Costs and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Stefan R. Underhill at the Richard C. Lee United States Courthouse, 141 Church St., New Haven, CT 06510. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel’s Application for Attorneys’ Fees and Costs and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

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

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

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Yale New Haven Health Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S
CLERK OFFICE REGARDING THIS NOTICE.**

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

EXHIBIT 4
(CLAIM FORM)

MAIL
ID

0000PLACEHOLDER0000

**Must be postmarked or
submitted online
NO LATER THAN
[DATE]**

Yale New Haven Health Data Incident
SETTLEMENT ADMINISTRATOR
P.O. BOX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com

IN RE: YALE NEW HAVEN HEALTH SERVICES CORP. DATA BREACH Claim Form

Case No. 3:25-cv-00609-SRU

GENERAL INFORMATION

If you received Notice of this Settlement, the Settlement Administrator identified you as a potential member of the Settlement Class because Yale New Haven Health Services Corporation (“Defendant”) sent you notice that your Private Information may have been impacted in the Data Incident that took place on March 8, 2025, in which a criminal third party gained unauthorized access to certain of Defendant’s systems and may have accessed Settlement Class Members’ Private Information. Private Information includes personally identifiable information and private health information consisting of some combination of the following: names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types and/or medical record numbers.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.XXXXXXXXXX.com. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.**

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim for one of the Cash Payment options:

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member. Supporting documentation is required.

OR

2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100.

AND

Medical Data Monitoring: In addition to Cash Payment A – Documented Losses *or* Cash Payment B – Alternate Cash, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Your Cash Payment (A or B) may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund, calculated after payment of Settlement Administration Costs, any Attorneys’ Fees, Costs, and Service Awards, and Medical Data Monitoring has been subtracted. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund, after payment of Settlement Administration Costs, any Attorneys’ Fees, Costs, and Service Awards, in the following order: 1) Medical Data Monitoring, 2) Cash Payment A – Documented Losses, and 3) Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Information Security Enhancements Defendant has or will be implementing additional security measures following the Data Incident.

* * *

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions visit **www.XXXXXXXXXX.com**

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

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Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

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

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Medical Data Monitoring Services*You may be eligible to receive free Medical Data Monitoring services.*

All Settlement Class Members are eligible to claim Medical Data Monitoring services.

Please select the checkbox if you want the Medical Data Monitoring services for which you are eligible.

☐

Medical Data Monitoring services: I want to receive two free years of Medical Data Monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expense, you can receive reimbursement for up to \$5,000 total. Eligible losses include those incurred on or after March 8, 2025, up to the date of filing your Claim.

It is important for you to send documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

To look up more details about how the Cash Payments work, visit **www.XXXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

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Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft. <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$. Date: - - MM DD YYYY	
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$. Date: - - MM DD YYYY	
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident. <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$. Date: - - MM DD YYYY	

MAIL
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Cash Payment B – Alternate Cash

Instead of Cash Payment A, without providing documentation, you may elect to receive an Alternate Cash payment, *estimated* to be \$100. Your Alternate Cash payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment based upon the total value of all Valid Claims.

☐ By checking this box, I affirm I want to receive an Alternate Cash payment under Cash Payment B.

Payment Selection

If eligible for a cash payment, please select the method of payment. If electronic payment is selected, the payment method will be sent to the email address provided in the Contact Information section above.

☐ Check

☐ Venmo or Zelle

Signature

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date: – –
MM DD YYYY

Print Name

EXHIBIT 5
(PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

IN RE: YALE NEW HAVEN HEALTH
SERVICES CORP. DATA BREACH
LITIGATION

Case No. 3:25-cv-00609-SRU

Consolidated Class Action

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

THIS MATTER is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. ____] for consideration of whether the Settlement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to final certify it at the final approval stage:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (a) all persons who

¹ Unless otherwise indicated, capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement and Releases, attached to the Motion for Preliminary Approval as *Exhibit A*.

are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes the proposed 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 proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement 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. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and William B. Federman of Federman & Sherwood, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that these counsel are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2) and the Second Circuit's traditional *Grinnell* factors, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place before the Court on _____, ___, **2025**, at ___ :___ a.m./p.m at the Richard C. Lee, United States Courthouse, 141 Church Street, Courtroom __, New Haven, Connecticut 06510 to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, as well as Service Awards of up to \$2,500.00 per Class Representative to be paid from the Settlement Fund. These

amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees and Costs no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards.

10. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, no Settlement Class Member that has elected to opt-out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

11. Epiq Class Action & Claims Solutions, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

12. The Notice, including the Email Notice, Postcard Notice, and Long Notice Form, along with the Claim Form, attached as exhibits to the Settlement Agreement, satisfy the

requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting-Out of the Settlement Class

14. Any Settlement Class Member that wishes to opt-out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 60 days after the Notice Date. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. “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.

16. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement 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.

Objecting to the Settlement

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

18. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. the case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

Claims Process and Distribution Plan

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other

respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement and Use of this Order

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. In the event that more than 500 Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

25. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the

relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

26. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

27. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement

Adjournment or Continuance of Final Approval Hearing

28. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

Jurisdiction Pending Settlement Approval

29. 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.

Summary of Deadlines

30. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline to commence Notice Program	Within 30 days following the Preliminary Approval Order
Deadline to complete Notice Program	No later than 14 days before the Opt-Out and Objection Deadlines
Deadline for filing Motion for Final Approval	45 days after the Notice Date
Opt-Out Deadline	60 days after the Notice Date
Objection Deadline	60 days after the Notice Date
Claim Form Deadline	90 days after the Notice Date
Final Approval Hearing	_____, 2025, at __:__ a.m./p.m. (105 days after Preliminary Approval, or as soon thereafter depending upon the Court's schedule).

DONE AND ORDERD in Chambers in New Haven, Connecticut, this ____ day of _____, 2025.

STEFAN R. UNDERHILL
UNITED STATES DISTRICT JUDGE

EXHIBIT 6
(FINAL APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

IN RE: YALE NEW HAVEN HEALTH
SERVICES CORP. DATA BREACH
LITIGATION

Case No. 3:25-cv-00609-SRU

Consolidated Class Action

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. [ECF No. ____];

WHEREAS, on _____, 2025, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2)-(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date. [ECF No. ____];

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Email Notice and/or Postcard Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, a notice of Settlement was timely mailed to governmental entities as provided for under 28 U.S.C. § 1715;

WHEREAS, on _____, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.
2. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement and Releases, attached as Exhibit A to the Motion for Final Approval.
3. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.
4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the *Grinnell* factors and Federal Rule of Civil Procedure 23(e)(2) factors, highlighted by evidence that: (a) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (c) the Settlement relief is adequate; and (d) the Settlement treats Settlement Class members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete

to have enabled the Parties to adequately evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an overwhelming positive reaction from the Settlement Class given the total number of Claims made, that there were no objection(s) to the Settlement filed, and that only _____ Opt-Outs were submitted. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement and Releases contained therein.

6. Based on the information presented to the Court, the Claims process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to protect the interests of the Settlement Class.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

11. The appointment of Plaintiffs as Class Representatives and Jeff Ostrow, Gary M.

Klinger and William B. Federman as Class Counsel is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and (b)(2)-(3) for only the purposes of the Settlement in that: (1) the number of members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class; (4) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class predominate over questions affecting individual Settlement Class members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

13. Therefore, the Court finally certifies the following Settlement Class: All living individuals in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

15. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall

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

16. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein including, but not limited to, any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, and that Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1798.100 et seq., § 17200 et seq., and/or § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

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

17. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select the form of electronic payment, any remaining funds shall be distributed to Connecticut Legal Services, which the Court approves as the *cy pres* recipient.

18. Pursuant to Federal Rule of Civil Procedure 23(h), Settlement Class Counsel is awarded \$_____ for Attorneys' Fees and \$_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. Class Counsel have sole responsibility, within Class Counsel's discretion, to allocate and distribute attorneys' fees among Plaintiffs' counsel. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason under the factors listed in *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 47 (2d Cir. 2000).

19. The Class Representatives are each awarded \$_____ Service Awards. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

20. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

21. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

22. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, nunc pro tunc.

23. With the exception of those listed on *Exhibit A*, all Settlement Class Members shall be bound by this Final Approval Order.

24. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

DONE AND ORDERD in Chambers in New Haven, Connecticut, this ____ day of _____, 2025.

STEFAN R. UNDERHILL
UNITED STATES DISTRICT JUDGE

EXHIBIT A

OPT-OUT LIST

- 1.
- 2.

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

IN RE: YALE NEW HAVEN
HEALTH SERVICES CORP. DATA
BREACH

Case No. 3:25-cv-00609

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

We, Jeff Ostrow, Gary M. Klinger, and William B. Federman pursuant to Fed. R. Civ. P. 23(a), (b)(3), and (e), hereby declare as follows:

1. We are the lead counsel for Plaintiffs¹ and proposed Class Counsel for the Settlement Class in this Action. We submit this declaration in support of Plaintiffs' 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 arises from a Data Incident that Plaintiffs allege compromised the Private Information of over five million individuals. Under the proposed Settlement, as set forth in the Agreement and its accompanying exhibits, Defendant has agreed to fund or cause to be funded an \$18 million non-reversionary all cash Settlement Fund for the benefit of the Settlement Class, and will also provide valuable injunctive relief in the form of meaningful data security measures that Defendant is implementing in the wake of the Data Incident.

3. Defendant is Connecticut's leading healthcare system with over 4,500 university and community physicians providing comprehensive, integrated, family-focused care in more than

¹ All capitalized terms used in this joint declaration shall have the same meanings as set forth in the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.

100 medical specialties.

4. Defendant maintained Private Information pertaining to its patients, including, but not limited to, their names, addresses, dates of birth, telephone numbers, email addresses, race or ethnicity, Social Security numbers, patient types, and/or medical record numbers.

5. On or about March 8, 2025, Defendant noticed suspicious activity on its computer systems and confirmed that cybercriminals accessed and acquired information stored on those systems.

6. Subsequently, on March 11, 2025, Defendant posted a statement addressing the Data Incident on its website and informing the public that an unauthorized third-party gained access to Defendant's network.

7. Defendant thereafter notified over five million individuals, including Plaintiffs and Settlement Class Members, that their Private Information may have been impacted by the Data Incident.

8. Following public notification of the Data Incident, Plaintiff Michael Liparulo filed the first class action lawsuit relating to the Data Incident in the Superior Court of Connecticut in March of 2025.

9. After discussing the demographics of the impacted individuals and jurisdiction with Defendant's counsel, Plaintiff Liparulo voluntarily dismissed his action pending in the Superior Court of Connecticut and, on April 16, 2025, Plaintiffs Jon Nathanson and Michael Liparulo filed the first two class action lawsuits relating to the Data Incident in this Court. On the same day, Plaintiff Nathanson filed a motion to consolidate the *Nathanson* and *Liparulo* actions and on April 22, 2025, the *Liparulo* action was consolidated into the *Nathanson* action.

10. Plaintiffs Nathanson and Liparulo also participated in a rule 26(f) conference with

Defendant to discuss a proposed litigation schedule and discovery plan.

11. After the *Nathanson* and *Liparulo* actions were filed, 16 additional related actions were filed in this Court relating to the Data Incident.

12. While working to move the litigation forward, counsel for Plaintiffs Nathanson and Liparulo met and conferred with Plaintiffs' counsel in the Related Actions, and ultimately, they decided to self-organize and work cooperatively.

13. As such, Plaintiffs collectively filed a Consolidated Class Action Complaint on June 12, 2025, alleging the following causes of action on behalf of themselves and a nationwide class: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; (v) breach of fiduciary duty; and (vi) declaratory judgment.

14. Thereafter, Plaintiffs Nathanson and Liparulo began discussing the prospect of early exchanges of data and background information.

15. Once information was exchanged, the Parties then discussed the potential to resolve the litigation.

16. Although the Parties were unsure if settlement was in their best interest at that time, while continuing to meet and confer, they scheduled a mediation for August 8, 2025, with experienced class action mediator, Bennett G. Picker.

17. In accordance with the Court's scheduling order, Plaintiffs Nathanson and Liparulo propounded written discovery on the Defendant, including interrogatories and requests for production of documents.

18. Furthermore, in anticipation of mediation, Plaintiffs requested and Defendant produced information related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, the

security enhancements Defendant implemented following the Data Incident to better protect its computer systems from future incidents, and a detailed explanation of the Data Incident.

19. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, comparable case settlements and settlement positions.

20. On August 8, 2025, the Parties participated in an all-day mediation with all Plaintiffs' counsel having the opportunity to participate in person at Mr. Picker's offices or virtually via Zoom.

21. After a full day of arms-length negotiations, the Parties agreed to the material terms of this Settlement which resolves all claims on a classwide basis and is memorialized in the Agreement.

22. Following the mediation, the Parties continued to negotiate the finer points of the Settlement and worked together to draft the Agreement, Notice documents, and the instant Motion for Preliminary Approval. Plaintiffs also contacted several well-known settlement administrators to obtain bids for providing notice and administration.

23. The Settlement presented for the Court's consideration is fair, reasonable, and adequate. It was negotiated at arm's-length with the assistance of Bennett G. Picker, of Stradley Ronon Stevens & Young LLP, a well-respected mediator with extensive experience mediating data breach class actions and complex cases.

24. If approved, the Settlement will bring certainty, closure, and significant relief to Settlement Class Members. Absent approval of the Settlement, the Parties face extended and costly litigation, and there is a substantial risk that Settlement Class Members will ultimately receive no relief whatsoever.

25. The Parties did not discuss attorneys' fees, costs, and Service Awards until after

they reached agreement on all material Settlement terms.

26. There was no fraud or collusion in the Settlement, which rather was entered into after arm's-length negotiations and with the assistance of an experienced and well-respected mediator; this Action is complex and litigation would be costly and uncertain; Plaintiffs elicited the necessary data demonstrating the contours of the Settlement Class, the nature of the Private Information involved, and Defendant's practices and procedures; and the likelihood of success is uncertain.

27. The Settlement Class Member Benefits available to the Settlement Class here are more than reasonable, given the complexity of the Action and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, a forthcoming motion to dismiss, contested motion for class certification, motions for summary judgment, trial, as well as appellate review following a final judgment.

28. Plaintiffs and their counsel believe the Settlement is a great and a reasonable result for the Settlement Class in light of factors stated above and anticipate that members of the Settlement Class will be satisfied with the result as well.

29. Plaintiffs also state that there is no additional agreement between the Parties that would affect any term of the Agreement.

30. Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. As can be seen from their respective resumes, attached hereto as ***Exhibits 1-3***, Class Counsel has extensive experience in data breach litigation and is keenly aware of the strengths and weaknesses of litigating the Action.

31. Class Counsel have decades of combined experience as vigorous data breach class action litigators and are well suited to advocate on behalf of the Settlement Class.

32. Class Counsel worked cooperatively and efficiently and have devoted substantial time and resources to this case.

33. This work has included: (i) fully investigating the facts and legal claims, including interviewing and vetting the Plaintiffs; (ii) obtaining and reviewing documents from Class Members substantiating their claims; (iii) drafting and preparing the complaint originally filed in the Superior Court of Connecticut and working with counsel in the 16 Related Actions to file a comprehensive Consolidated Complaint in this Court on June 12, 2025; (iv) regularly communicating with the named Plaintiffs to keep them informed of the progress in the case and settlement; (v) requesting, obtaining, and reviewing documents and information from Defendant regarding the Data Incident, Defendant's remedial measures after the Data Incident, and Defendant's cyber insurance status; (vi) drafting and negotiating a comprehensive ESI and Protective Order; (vii) participating in settlement negotiations with Defendant prior to and during the August 8, 2025 mediation with mediator Bennett G. Picker; (viii) soliciting bids from several claims administrators and working with Defendant to select the Settlement Administrator; (ix) developing the notice program and distribution plan for the Settlement Agreement; (x) working with the Settlement Administrator to finalize the notice and claim forms, and ensure the Settlement Website was created to easily notify the Settlement Class Members of their rights and obligations under the Agreement; (xi) negotiating and drafting the Settlement Agreement; and (xii) researching and briefing Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Thus, the requirements of Rule 23(a) are satisfied.

34. Notwithstanding their confidence in the merits of their claims, Plaintiffs recognize the challenges and risks inherent in litigation, trial, and appeals, including certification of any class, and Defendant's various defenses as to standing, liability, and other affirmative defenses.

35. The Settlement will also avoid further delay in providing relief to the Settlement Class and expensive and protracted litigation with uncertain results. In exchange for the above-referenced consideration, Plaintiffs and all Settlement Class Members will release Defendant and the other Released Parties from the claims in the Action. Accordingly, Plaintiffs respectfully request this Court preliminarily approve the Settlement.

36. This experience proved beneficial to Plaintiffs and the Settlement Class during Settlement negotiations.

37. The Settlement provides for both monetary relief and equitable relief. Settlement Class Members will have the opportunity to seek reimbursement of up to \$5,000.00 for Documented Losses arising from the Data Incident or, in the alternative, a cash payment of approximately \$100.00. Further, in addition to reimbursement of documented losses or an alternative cash payment, Settlement Class Members can also make a claim for two years of CyEx's Medical Data Monitoring product.

38. The Settlement Fund will also pay all Settlement Administration Costs, including notice and claims administration expenses, attorneys' fees, costs, expenses, and Service Awards to the Class Representatives.

39. Commonality is met because multiple common issues exist, including: (i) whether Defendant failed to adequately safeguard Plaintiffs' and Class Members' Private Information; (ii) whether Defendant had a duty to protect Settlement Class Members' data and whether it breached that duty; (iii) whether Defendant's data security systems, prior to and during the Data Incident, complied with applicable data security laws and regulations; and (iv) whether Defendant's conduct rose to the level of negligence.

40. These common questions, and others alleged by Plaintiffs in their Consolidated

Complaint, are central to the causes of action brought here, will generate common answers, and can be addressed on a class-wide basis. Thus, Plaintiffs have met the commonality requirement of Rule 23.

41. Plaintiffs' and Settlement Class Members' claims all stem from the same event—the Data Incident—and the cybersecurity protocols that Defendant had (or did not have) in place to protect Plaintiffs' and Settlement Class Members' Private Information. Each Plaintiff, like each Settlement Class Member, received a notice from Defendant regarding the Data Incident. Thus, Plaintiffs' claims are typical of the Settlement Class Members' claims, and the typicality requirement is satisfied.

42. Plaintiffs' interests are entirely representative of and consistent with the interests of the proposed Settlement Class Members: all have allegedly had their Private Information implicated in the Data Incident.

43. Plaintiffs' pursuit of this matter has demonstrated that they have been, and will remain, zealous advocates for the Settlement Class.

44. Plaintiffs assert they have the same interests as the Settlement Class and are suitable representatives. Furthermore, proposed Class Counsel are highly experienced class litigators, and have extensive experience litigating, negotiating, and settling data breach class actions.

45. Class treatment is the best method of adjudication, as seen in the fact that every Settlement Class member shall receive relief without the need for numerous (and duplicative) individual cases. Each member's claims would be for a relatively small dollar amount such that they would not be interested in filing separate actions and it is desirable to adjudicate all claims in one forum. Class Counsel is unaware of any other litigation than the Related Actions.

46. Class Counsel shall apply to the Court for Service Awards for the Class

Representatives of up to \$2,500.00 each. The Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including: (i) investigating the matter prior to and after retaining counsel; (ii) participating in the plaintiff vetting process implemented by Class Counsel; (iii) reviewing and approving pleadings; (iv) remaining in close contact with Class Counsel to monitor the progress of the litigation; and (v) reviewing and communicating with Class Counsel regarding the settlement. Further, 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 costs, which will be 45 days after the Notice Date.

47. The Settlement is not contingent on approval of the requests for attorneys' fees, costs, expenses, or Service Awards, and if the Court grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force.

48. The Released Claims discharged against the Released Parties in the Agreement are narrowly tailored and are only claims arising out of or relating to the Data Incident.

49. With the Court's approval, the Parties agree to use Epiq Class Action Claims & Solutions, Inc. for purposes of disseminating Notice and administering the Settlement. Epiq is a well-respected and reputable third-party administrator that was mutually selected by the Parties and has significant experience with data breach class action settlements. Epiq is highly qualified to manage the entire settlement administration process. Class Counsel will oversee Epiq.

50. Notice of the Data Incident was sent to over five million individuals. The large Settlement Class renders joinder impracticable. As such, the numerosity requirement is easily satisfied.

51. The Notice Program is clear, straightforward, and is designed to inform Settlement Class Members of their rights and options under the Settlement.

52. The Notice Program clearly defines the Settlement Class; outlines the options available to Settlement Class Members along with the applicable deadlines; presents the essential terms of the Settlement in an accessible and easy-to-understand format; discloses the requested Service Awards for the Class Representatives and the amount of attorneys' fees and costs that proposed Class Counsel intends to seek; explains the procedures for submitting Valid Claims, objections, or requests for exclusion; provides the information necessary for Settlement Class Members to calculate their individual recovery; and includes the date, time, and location of the Final Approval Hearing.

53. The timing of the Claims Process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object.

54. Class Counsel and Defendant's Counsel have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed settlement fairly resolves their respective differences.

55. 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. As noted above, they are aware of inherent difficulties of proving their claims, defenses Defendant may assert, and the hurdles that must be overcome to establish liability on a class-wide basis.

56. Plaintiffs and Class Counsel believe the claims asserted in the litigation have merit. They would not have fought to advance the claims if it were otherwise.

57. Defendant has maintained its position that Plaintiffs cannot state a claim for relief, that a class could not be certified, that it would not be found liable at trial, and that Plaintiffs would

not be able to prove damages resulting from the Data Incident. While they disagree with Defendant's views, Class Counsel are mindful of the inherent problems of proof and possible defenses to the claims asserted in the litigation. They also recognize the difficulties in establishing liability on a class-wide basis through summary judgment or even at trial and in achieving a result better than that offered by the Settlement here.

58. 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 impede 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.

59. Despite the early stage of litigation, Plaintiffs here were able to complete a fulsome investigation of the facts to reach a complete understanding of the value of the Action, as well as the attendant risks of continued litigation.

60. Indeed, the Parties engaged in significant informal discovery prior to mediation addressing the full scope and impact of the Data Incident, Defendant's remedial efforts following the Data Incident, and a detailed summary of the Data Incident.

61. After a thorough understanding of the Data Incident, it is the strong opinion of proposed Class Counsel that the Settlement presents a favorable result for the Settlement Class.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Fort Lauderdale, Florida on September 10, 2025.

/s/ Jeff Ostrow
Jeff Ostrow

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Chicago, Illinois on September 10, 2025.

/s/ Gary M. Klinger
Gary M. Klinger

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Oklahoma City, Oklahoma on September 10, 2025.

/s/ William B. Federman
William B. Federman

EXHIBIT 1



FIRM RESUME

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Miami – Fort Lauderdale – Boca Raton

OUR FIRM

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

WHO WE ARE

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

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

CLASS ACTION PLAINTIFF

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

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

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

CLASS ACTION DEFENSE

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

MASS TORT LITIGATION

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

OTHER AREAS OF PRACTICE

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

FIND US ONLINE

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

FINANCIAL
INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million

In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million

In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.

In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

CONSUMER PROTECTION

MASS TORT

McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

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

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



JEFF OSTROW

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Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. – 1994

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

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

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

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

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

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

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

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

Partner

***Bar Admissions***

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

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

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

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

Representation of the Broward Sheriff's Office

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

Class/Mass Actions

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

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

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

Regulatory Agency Enforcement Actions

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

Employment, Human Resources, and Related Matters

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

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

Business Disputes

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

Noncompetition and Trade Secret Litigation

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



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

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

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

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

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

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

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



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

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

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

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

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

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



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

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

University of Michigan, 1996

Email: grunfeld@kolawyers.com

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

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

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

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

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

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

KRISTEN LAKE CARDOSO

Partner

***Bar Admissions***

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

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

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

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

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

STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 20018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com



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

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

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

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

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

CAROLINE HERTER

Associate

***Bar Admissions***

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

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

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

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

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

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

COURTNEY MACCARONE

Partner

Bar Admissions

New York

New Jersey

Court Admissions

U.S. District Court, Southern District of New York

U.S. District Court, Eastern District of New York

U.S. District Court, District of New Jersey

U.S. District Court, District of Colorado

Education

Brooklyn Law School, J.D., *magna cum laude* – 2011

New York University, B.A., *magna cum laude* – 2008

Email: maccarone@kolawyers.com

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

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

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

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

EXHIBIT 2



FIRM RESUME /
BIOGRAPHY OF GARY M. KLINGER



Milberg Coleman Bryson Phillips Grossman (“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. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

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 hundreds of court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, 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 former appellate judges, 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

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

402 West Broadway, Suite 1760
San Diego, California 92101

FLORIDA

201 Sevilla Avenue, Suite 200,
Coral Gables, Florida 33134

3833 Central Avenue
St. Petersburg, Florida 33713

ILLINOIS

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

LOUISIANA

5301 Canal Boulevard
New Orleans, Louisiana 70124

MICHIGAN

6905 Telegraph Road, Suite 115
Bloomfield Hills, Michigan 48301

NEW JERSEY

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

NEW YORK

100 Garden City Plaza, Suite 500
Garden City, New York 11530

405 E 50th Street
New York, New York 10022

NORTH CAROLINA

900 West Morgan Street
Raleigh, North Carolina 27603

5 West Hargett Street, Suite 812
Raleigh, North Carolina 27601

SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101
Mount Pleasant, South Carolina 29464

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



EXHIBIT 3



FEDERMAN & SHERWOOD

LAW FIRM

Oklahoma Office

10205 N Pennsylvania Avenue
Oklahoma City, OK 73120

Texas Office

4131 N Central Expressway, Ste 900
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FEDERMAN & SHERWOOD

LAW FIRM

CONTACT

 Oklahoma Office

 Texas Office

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 1-800-237-1277

PRACTICE AREAS

Data Breach Litigation
Class Action Litigation
Securities Litigation
Shareholder Derivative
Complex Litigation
Business Litigation

ATTORNEYS

William B. Federman
Sara E. Collier
Kennedy M. Brian
Jessica A. Wilkes
Tanner R. Hilton
Alex J. Ephraim
Jonathan J. Herrera

ABOUT THE FIRM

With offices in Oklahoma City, Oklahoma and Dallas, Texas, Federman & Sherwood is an experienced top-tier law firm focused on the complex litigation needs of individuals, consumers, shareholders, and businesses. Federman & Sherwood is a recognized leader in the fields of data privacy litigation, securities litigation, derivative (shareholder) litigation, and consumer class actions. We represent clients in federal and state courts, as well as mediations and arbitrations throughout the nation.

Federman & Sherwood is a diverse group of professionals who collaborate, are proud of the work they do and the clients they represent. Over decades, Federman & Sherwood, under the guidance of founder Bill Federman, has demonstrated a depth and breadth of experience and strength by representing individuals against some of the world's most powerful companies and largest law firms.

We are a personal firm with a national impact.

We pledge to maintain the highest degree of integrity and personal service that any client would want and deserve from their counsel and their firm.



SELECT SIGNIFICANT CASES



DATA PRIVACY LITIGATION

- *Salinas v. Block, Inc. and Cash App Investing, LLC*, No. 3:22-cv-04823 (N.D. Cal.)
- *In re Solara Med. Supplies, LLC Customer Data Sec. Breach Litigation*, 613 F. Supp. 3d 1284 (S.D. Cal. 2020).
- *In re: Orrick, Herrington, & Sutcliffe, LLP Data Breach Litigation*, No. 3:23-cv-04089 (N.D. Cal.).
- *Bointy v. Integris Health, Inc.*, No. CJ-2025-7235 (District Court of Oklahoma County, Oklahoma).
- *In re: Mednax Services, Inc. Data Security Breach Litigation*, No. 0:21-md-02994 (S.D. Fla.).
- *M.S. v. Med-Data, Inc.*, No. 4:22-cv-187 (S.D. Tex.).
- *Sanders v. Ibex Global Solutions, Inc.*, No. 1:22-cv-00591 (D.D.C.).
- *Okonski v. Progressive Casualty Insurance Company*, No. 1:23-cv-01548 (N.D. Ohio).
- *Turner v. Johns Hopkins Health System Corporation*, No. 24-c-23-002983 (Circuit Court of Baltimore City, Maryland).
- *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litigation*, No. 1:23-cv-04249 (N.D. Ill.).
- *Meyers v. BHI Energy Services, LLC*, No. 1:23-cv-12513 (D. Mass.).
- *In re Snap Finance Data Breach Litig.*, No. 2:22-cv-00761-TS-JCB (D. Utah).
- *In re Communication Federal Credit Union Data Breach Litigation*, No. CJ-2024-5388 (District Court of Oklahoma County, Oklahoma).
- *In re: Physician's Business Office Data Incident Litigation*, No. CC-54-2022-C-252 (Wood County Circuit Court of West Virginia).
- *Lochridge v. Quality Temporary Services., Inc.*, No. 22-CV-12086, 2023 WL 4303577 (E.D. Mich).
- *Ebert v. PRGX Global, Inc.*, No. 1:23-cv-04233 (N.D. Ga.).
- *Johnson v. Paycom Payroll, LLC*, No. CJ-2023-4763 (District Court of Oklahoma County, Oklahoma).
- *Davila v. New Enchantment Group, LLC*, No. 2:23-cv-01098 (D. Ariz.).



SECURITIES LITIGATION

- *Gill et al. v. Bluebird Bio, Inc.*, No.1:24-cv-10803 (D. Mass.).
- *In re Galena Biopharma, Inc. Securities Litigation*, No. 2:17-cv-00929 (D.N.J.).
- *Carbone et al. v. Amyris, Inc.*, No. 19-cv-1765 (N.D. Cal.).
- *Angley v. UTI Worldwide.*, No. 2:14-cv-02066 (C.D. Cal.).
- *Loritz v. Exide*, No. 2:13-cv-02607 (C.D. Cal.).
- *In re Houston American Energy Corp. Securities Litigation*, No. 4:12-cv-01332 (S.D. Tex.).
- *Nakkhumpun v. Daniel J. Taylor*, 782 F.3d 1142 (10th Cir. 2015) (Delta Petroleum Corporation Securities Litigation).
- *Spitzberg v. Houston American Energy Corp.*, 758 F.3d 676 (5th Cir. 2014).
- *In re Ener1 Securities Litig.*, No. 11-cv-05794-PAC (S.D.N.Y.).

SELECT SIGNIFICANT CASES



DERIVATIVE LITIGATION

- *In Re: Icahn Enterprises, L.P. Derivative Litigation*, No. 1:23-CV-22932 (S.D. Fla.).
- *In Re: Super Micro Computer, Inc. Derivative Litigation*, No. 5:24-cv-06410 (N.D. Cal.).
- *In Re: Archer-Daniels-Midland Company Derivative Litigation*, No. 1:24-cv-00506 (D. Del.).
- *Robison v. Digital Turbine, Inc., William Stone, and Barrett Garrison*, No. 1:22-CV-00550 (W.D. Tex.).
- *Newkirk v. Kelly*, No. 3:23-cv-01339 (N.D. Tex.).
- *In Re: Cell Therapeutics, Inc. Derivative Litigation*, No. C10-564 (W.D. Wash.).
- *The Booth Family Trust v. Michael S. Jeffries*, No. 2:05-cv-0860 (S.D. Ohio) (Abercrombie & Fitch Derivative Litigation).



CONSUMER LITIGATION

- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation*, No. 17-mdl-2792 (W.D. Okla.).
- *Patellos v. Hello Products, LLC*, No. 1:19-cv-09577 (S.D.N.Y.).



WILLIAM B. FEDERMAN

MANAGING PARTNER

CONTACT

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🌐 federmanlaw.com

EDUCATION

- Boston University (B.A., cum laude, 1979).
- University of Tulsa (J.D., 1982).

MEMBERSHIPS

- Arbitration Panel, New York Stock Exchange, 1985.
- Oklahoma County Bar Association (Member, Committee on Professionalism, 1987-1990).
- American Bar Association.
- Securities Industry Association, Law and Compliance Division; Defense Research Institute.
- American Inns of Court (Barrister, 1990-1993).
- Oklahoma Bar Association, Rules of Professional Conduct Committee (2020).

AWARDS & HONORS

- Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2018 (Global Law Experts Annual Awards).
- Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2019 (Corporate INTL Magazine).
- Oklahoma Super Lawyers list by Thomson Reuters – 2019.
- Recognized for Exceptional Service and Outstanding Performance on behalf of the Federal Bar Association (Oklahoma City Chapter) Pro Bono Program, 2018-2019.

ABOUT

William B. Federman is the founder and managing partner of Federman & Sherwood. Mr. Federman has more than forty (40) years of diverse, hands-on, trial, and appellate experience in the areas of data breach litigation, class action litigation, securities litigation, and complex litigation. Mr. Federman has represented clients in federal courts, state courts, the Supreme Court of the United States of America, multidistrict litigation proceedings, and arbitration forums across the United States.

Mr. Federman leads the firm's class action litigation practice, bringing claims on behalf of individuals to remedy violations of consumer protection laws, securities laws, data breach laws, and product liability laws, among others. Mr. Federman has served as lead counsel, co-lead counsel, and as a member of the executive steering committee on hundreds of class action cases throughout the United States during his career. Mr. Federman is a staunch advocate and has won hundreds of millions of dollars for his clients.

In the legal community, Mr. Federman is well known for his high ethical standards and competency as a trial attorney. Mr. Federman has received the Martindale-Hubbell peer review rating of AV Preeminent for both ethical standards and legal ability. Mr. Federman has also served on the Oklahoma County Bar Ethics Committee and has been honored as a featured speaker at many bar events, including the American Bar Association, the Houston Bar Association, and the Oklahoma Bar Association.

Outside of the office, Mr. Federman enjoys cheering on the Oklahoma City Thunder and spending time with his favorite four-legged companion, Reggie.

COURTS ADMITTED

- Oklahoma
- Texas
- New York
- United States District Court for the Western District of Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Northern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- United States District Court for the District of Nebraska
- United States District Court for the Northern District of Illinois
- United States District Court for the Northern District of Ohio
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Eastern District of New York
- United States District Court for the Eastern District of Arkansas
- United States District Court for the Western District of Arkansas
- United States Court of Appeals, First Circuit
- United States Court of Appeals, Second Circuit
- United States Court of Appeals, Third Circuit
- United States Court of Appeals, Fourth Circuit
- United States Court of Appeals, Fifth Circuit
- United States Court of Appeals, Sixth Circuit
- United States Court of Appeals, Seventh Circuit
- United States Court of Appeals, Eighth Circuit
- United States Court of Appeals, Ninth Circuit
- United States Court of Appeals, Tenth Circuit
- United States Court of Appeals, Eleventh Circuit
- United States Court of Appeals, Federal Circuit
- United States Supreme Court

SELECT LEADERSHIP APPOINTMENTS

- *Salinas v. Block, Inc. and Cash App Investing, LLC*, No. 3:22-cv-04823 (N.D. Cal.) (Interim Co-Lead Class Counsel).
- *Bointy v. Integrus Health, Inc.*, No. CJ-2025-7235 (District Court of Oklahoma County, Oklahoma) (Interim Co-Lead Class Counsel).
- *In re: Mednax Services, Inc. Data Security Breach Litigation*, No. 0:21-md-02994 (S.D. Fla.) (Interim Co-Lead Class Counsel).
- *Turner v. Johns Hopkins Health System Corporation*, No. 24-c-23-002983 (Circuit Court of Baltimore City, Maryland) (Interim Lead Class Counsel).
- *In re: Physician's Business Office Data Incident Litigation*, No. CC-54-2022-C-252 (Wood County Circuit Court of West Virginia) (Interim Co-Lead Class Counsel).
- *In re Communication Federal Credit Union Data Breach Litigation*, No. CJ-2024-5388 (District Court of Oklahoma County, Oklahoma) (Interim Co-Lead Class Counsel).
- *Okonski v. Progressive Casualty Insurance Company*, No. 1:23-cv-01548 (N.D. Ohio) (Interim Co-Lead Class Counsel).
- *In re: Orrick, Herrington, & Sutcliffe, LLP Data Breach Litigation*, No. 3:23-cv-04089 (N.D. Cal.) (Interim Lead Class Counsel).
- *Bingaman v. Avem Health Partners, Inc.*, No. 5:23-cv-00130 (W.D. Okla.) (Interim Lead Class Counsel).
- *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litigation*, No. 1:13-cv-04249 (N.D. Ill.) (Interim Lead Class Counsel).
- *In re: Navvis & Company, LLC Data Breach Litigation*, No. 4:24-cv-00029 (E.D. Mo.) (Interim Co-Lead Class Counsel).
- *In re Eisner Advisory Group, LLC Data Breach Litigation*, No. 1:25-cv-03044 (S.D.N.Y.) (Interim Co-Lead Class Counsel).
- *McNally v. Infosys McCamish Systems, LLC*, No. 1:24-cv-00995 (N.D. Ga.) (Plaintiffs' Steering Committee Member).
- *In re: Fortra File Transfer Software Data Security Breach Litigation*, No. 24-MD-03090 (S.D. Fla.) (Track 4 Intellihartx Spoke Lead).
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, No. 4:23-cv-00076 (S.D. Ga.) (Plaintiffs' Steering Committee Member).
- *In re Varsity Brands, Inc. Data Breach Litigation*, No. 3:24-cv-02633-B (N.D. Tex.) (Interim Co-Lead Class Counsel).



KENNEDY M. BRIAN

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EDUCATION

- University of Central Oklahoma (B.M. in Musical Theatre, Minor in Real Estate Finance).
- University of Oklahoma College of Law.

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.
- Federal Bar Association.
- American Association for Justice.
- Alpha Xi Delta, Alumni.

AWARDS & HONORS

- Academic Achievement Award, Trial Techniques, University of Oklahoma College of Law.
- Distinguished Speaker, 1L Moot Court Competition, University of Oklahoma College of Law.
- American Indian Law Review, Member, University of Oklahoma College of Law.

ABOUT

Ms. Brian is a rising star in the data privacy litigation sector who practices in state and federal courts across the nation. By virtue of her unmatched work ethic, Ms. Brian 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 served in various leadership positions on state court cases, federal court cases, and multi-district litigation. Ms. Brian is recognized as a knowledgeable attorney in the data privacy litigation sector and often speaks on data privacy topics at conferences across the nation. Prior to joining Federman & Sherwood, Ms. Brian was a trusts and estates attorney where she helped clients manage multi-million-dollar estates.

When Ms. Brian is not advocating for her clients, she can be found spending time with her four dogs, her husband, or volunteering with the Junior League of Oklahoma City.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- United States District Court for the District of Nebraska

SPEAKING ENGAGEMENTS

- American Association for Justice Annual Convention, July 2025, San Francisco, California.
- New Challenges for Article III Standing in Data Security Cases, HarrisMartin's Data Breach Litigation Conference, September 2024, Nashville, Tennessee.

LEADERSHIP APPOINTMENTS

- *In re: Change Healthcare, Inc. Customer Data Security Breach Litig.*, No. 0:24-md-03108 (D. Minn.) (Patient Track Steering Committee) (Multidistrict Litigation).
- *In re: Furniture Mart USA, Inc. Data Breach Litigation*, No. 4:25-cv-04021 (D.S.D.) (Interim Co-Lead Class Counsel).
- *In re Great Plains Regional Medical Center Data Breach Litigation*, No. 5:24-cv-01337 (W.D. Okla.) (Interim Co-Lead Class Counsel).
- *Burge v. Mason Construction, LLC*, No. 24-DC-CV-2053 (Interim Co-Lead Class Counsel).
- *In re: ABC Legal Services Data Security Litigation*, No. 2:24-cv-02092 (W.D. Wash.) (Interim Co-Lead Class Counsel).
- *Johnsen v. American Water Works Company, Inc.*, No. 1:24-cv-09752 (D.N.J.) (Plaintiffs' Executive Committee).
- *In re: Carruth Compliance Consulting, Inc. Data Security Incident*, No. 2:25-cv-00119 (D. Ore.) (Interim Class Counsel).
- *Ebert, et al. v. PRGX Global, Inc.*, No. 1:23-cv-04233 (N.D. Ga.) (Settlement Class Counsel).
- *Johnson, et al. v. Paycom Payroll, LLC*, No. CJ-2023-4763 (District Court of Oklahoma County, Oklahoma) (Settlement Class Counsel).
- *Davila v. New Enchantment Group, LLC*, No. 2:23-cv-01098 (D. Ariz.) (Settlement Class Counsel).
- *Buechler v. Brown Paindiris & Scott, LLP*, No. 3:25 cv-00629 (D. Ariz.) (Interim Co-Lead Class Counsel).



JESSICA A. WILKES

ATTORNEY

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EDUCATION

- Oklahoma State University (B.S. & B.A., majoring in Finance, Entrepreneurship, and Economics, 2018 magna cum laude).
- Baylor University School of Law (cum laude).

MEMBERSHIPS

- Oklahoma Bar Association.

ABOUT

Ms. Wilkes specializes in data breach class actions, securities class actions, mass torts, and business litigation. Ms. Wilkes is a skilled trial attorney and received specialized training from one of the nation's highest ranked trial advocacy programs at Baylor University School of Law. Prior to joining Federman & Sherwood, Ms. Wilkes served as an Assistant Attorney General at the Oklahoma Attorney General's Office where she focused on employment law, personal injuries, constitutional law, and appellate work.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- 10th Circuit Court of Appeals

LEADERSHIP APPOINTMENTS

- *In re Autobell Car Wash, LLC Data Breach Litig.*, No. 3:24-cv-00959 (W.D.N.C.) (Interim Co-Lead Counsel).
- *Accurso v. Western Electrical Contractors Association, Inc.*, No. 24CV017855 (Sup. Ct. Cal. Cty. Sacramento) (Interim Co-Lead Counsel).
- *Sauray v. Arden Claims Services, LLC*, No. 609033/2024 (Sup. Ct. N.Y., Cassau Cnty.) (Interim Co-Lead Counsel).
- *In re Landmark Admin LLC Data Incident Litig.*, No. 6:24-CV-082-H (N.D. Tex.) (Executive Committee).
- *In re: Panera Data Security Litig.*, No. 4:24-cv00847-HEA (E.D. Mo.) (Executive Committee).
- *Harrison, v. PECO Foods, Inc.*, Case No. 7:24-cv-01028-LSC (N.D. Ala.) (Executive Committee).
- *In re: Thompson Cogburn Data Security Litig.*, No. 4:24-cv-1509 (E.D. Mo.) (Executive Committee).



TANNER R. HILTON

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EDUCATION

- Oklahoma City University School of Law.
- Texas A&M University (2019, B.S. Political Science).

MEMBERSHIPS

- Federal Bar Association.
- Order of the Barristers (2022).
- American Association for Justice.

AWARDS & HONORS

- CALI Award – Secured Transactions.

ABOUT

Mr. Hilton is an attorney in the firm's Oklahoma City office. Mr. Hilton's primary focus is in complex and class action litigation, including federal securities class actions, data breaches, and consumer class actions. Prior to joining Federman & Sherwood, Mr. Hilton was a clerk for the Oklahoma Department of Securities. While attending law school, Mr. Hilton was a member of Native American Law Student Association Moot Court team and received multiple academic awards, including the CALI award for Secured Transactions.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas

LEADERSHIP APPOINTMENTS

- *In re Seven Counties Services, Inc. Data Breach Litigation*, No. 24-CI-007516 (2024) (Interim Co-Lead Class Counsel).
- *Dunn, v. Complete Payroll Solutions, LLC*, No. 1:25-cv-30045 (D. Mass.) (Plaintiffs' Steering Committee).
- *In re Cupertino Electric Inc. Litigation*, No. 5:23-cv-04007 (N.D. Cal.) (Settlement Class Counsel).
- *Casey v. Tyler Technologies, Inc.*, No. CJ-2024-5929 (Dist. Ct. Okla. Cty.) (Settlement Class Counsel).



ALEX J. EPHRAIM

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EDUCATION

- University of Missouri – Kansas City School of Law.
- University of Colorado – Denver (B.A. Political Science – Public Policy Analysis, 2018).

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.
- Federal Bar Association.

AWARDS & HONORS

- Dean's list.
- Governor's Cup (MO) – Mock Trial Champions.

ABOUT

Mr. Ephraim is an attorney in the firm's Oklahoma City office. Mr. Ephraim's primary focus is in complex and class action litigation, including securities class actions, data breaches, and consumer class actions. Prior to joining Federman & Sherwood, Mr. Ephraim practiced general civil litigation representing clients in oil and gas – lease and royalty disputes, employment claims, responding to government investigations, breach of contract matters, water rights disputes, and property developments.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of New York



JONATHAN J. HERRERA

ATTORNEY

CONTACT



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EDUCATION

- University of Oklahoma College of Law.
- Austin College (B.A. in Business Administration and Spanish).

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.

AWARDS & HONORS

- 2nd Place Speaker Moot Court Competition, University of Oklahoma College of Law 2017.
- 2nd Place Negotiations Competition, University of Oklahoma College of Law 2015.
- Law Student Service Award, University of Oklahoma 2017.
- Order of the Solicitors, University of Oklahoma College of Law.

ABOUT

Mr. Herrera is a litigation and transactional attorney whose multi-faceted practice encompasses a broad range of business litigation and disputes, including data breach, consumer class actions, and securities. He represents clients in complex business and commercial disputes in state and federal courts, arbitrations, and administrative proceedings.

Prior to joining Federman & Sherwood, Mr. Herrera practiced Criminal Defense in Oklahoma for over 5 years achieving successful outcomes and dismissals for clients throughout Oklahoma. Mr. Herrera focused on high profile cases, including sex crimes, drug trafficking, assault and battery, and embezzlement. He successfully negotiated favorable outcomes for clients to prevent them from serving jail time. Mr. Herrera also assisted in drafting successful appellate briefs before the Oklahoma Court of Criminal appeals, executed expungements and pardons, and helped clients get removed from the Oklahoma Sex Offender Registry.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Western District of Arkansas

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

IN RE: YALE NEW HAVEN HEALTH
SERVICES CORP. DATA BREACH
LITIGATION

Case No. 3:25-cv-00609-SRU

Consolidated Class Action

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

THIS MATTER is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. ____] for consideration of whether the Settlement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to final certify it at the final approval stage:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (a) all persons who

¹ Unless otherwise indicated, capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement and Releases, attached to the Motion for Preliminary Approval as *Exhibit A*.

are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes the proposed 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 proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement 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. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and William B. Federman of Federman & Sherwood, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that these counsel are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2) and the Second Circuit's traditional *Grinnell* factors, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place before the Court on _____, ___, **2025**, at ___ :___ a.m./p.m at the Richard C. Lee, United States Courthouse, 141 Church Street, Courtroom __, New Haven, Connecticut 06510 to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, as well as Service Awards of up to \$2,500.00 per Class Representative to be paid from the Settlement Fund. These

amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees and Costs no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards.

10. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, no Settlement Class Member that has elected to opt-out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

11. Epiq Class Action & Claims Solutions, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

12. The Notice, including the Email Notice, Postcard Notice, and Long Notice Form, along with the Claim Form, attached as exhibits to the Settlement Agreement, satisfy the

requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting-Out of the Settlement Class

14. Any Settlement Class Member that wishes to opt-out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 60 days after the Notice Date. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. “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.

16. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement 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.

Objecting to the Settlement

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

18. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. the case name and number: *In Re: Yale New Haven Health Services Corp. Data Breach Litigation*, Case No. 3:25-cv-00609-SRU (D. Conn.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

Claims Process and Distribution Plan

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other

respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement and Use of this Order

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. In the event that more than 500 Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

25. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the

relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

26. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

27. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement

Adjournment or Continuance of Final Approval Hearing

28. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

Jurisdiction Pending Settlement Approval

29. 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.

Summary of Deadlines

30. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline to commence Notice Program	Within 30 days following the Preliminary Approval Order
Deadline to complete Notice Program	No later than 14 days before the Opt-Out and Objection Deadlines
Deadline for filing Motion for Final Approval	45 days after the Notice Date
Opt-Out Deadline	60 days after the Notice Date
Objection Deadline	60 days after the Notice Date
Claim Form Deadline	90 days after the Notice Date
Final Approval Hearing	_____, 2025, at __:__ a.m./p.m. (105 days after Preliminary Approval, or as soon thereafter depending upon the Court's schedule).

DONE AND ORDERD in Chambers in New Haven, Connecticut, this ____ day of _____, 2025.

STEFAN R. UNDERHILL
UNITED STATES DISTRICT JUDGE