

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA

PATRICIA KIDWELL, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**PLAINTIFF'S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Pa. R. Civ. P. 1714, Plaintiff Patricia Kidwell respectfully moves for entry of an order:

1. Finding that the Settlement Class satisfies the requirements of Pa. R. Civ. P. 1702 and preliminary certifying the Settlement Class;
2. Finding that the proposed terms of the Settlement satisfy the requirements of Pa. R. Civ. P. 1714 and granting preliminary approval of the Settlement;
3. Finding that the proposed Notice Plan satisfies the requirements of Pa. R. Civ. P. 1712 and due process and directing that notice be disseminated to members of the Settlement Class members according to the Notice Plan;
4. Appointing EisnerAmper as the Settlement Administrator; and
5. Appointing James J. Pepper of the Pepper Law Firm, LLC and Nickolas J. Hagman or Cafferty Clobes Meriwether & Sprengel LLP as Settlement Class Counsel.

In support of her motion, Plaintiff Kidwell submits the accompanying memorandum of law and supporting declaration with exhibits. The proposed order is submitted to this Court as Exhibit C to the Settlement Agreement.

Dated: August 5, 2025

Respectfully submitted,

By: /s/ James J. Pepper  
James J. Pepper  
**PEPPER LAW FIRM, LLC**  
68 E. Court Street, Suite 2A  
Doylestown, PA 18901  
Tel: 215.340.2500  
[pepper@jamespepperlaw.com](mailto:pepper@jamespepperlaw.com)

/s/ Nickolas J. Hagman  
Nickolas J. Hagman  
(*pro hac vice admission* pending)  
**CAFFERTY CLOBES**  
**MERIWETHER & SPRENGEL LLP**  
135 S. LaSalle, Suite 3210  
Chicago, Illinois 60603  
Tel: 312-782-4880  
[nhagman@caffertyclobes.com](mailto:nhagman@caffertyclobes.com)

*Attorneys for Plaintiffs and the Class*

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA

PATRICIA KIDWELL, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

## TABLE OF CONTENTS

|                                                                                                                                                                             |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Table of Authorities.....                                                                                                                                                   | iii |
| FACTUAL AND PROCEDURAL BACKGROUND .....                                                                                                                                     | 2   |
| SETTLEMENT TERMS .....                                                                                                                                                      | 2   |
| I. Proposed Settlement Class.....                                                                                                                                           | 2   |
| II. Settlement Benefits – Monetary Relief .....                                                                                                                             | 3   |
| III. Class Notice and Settlement Administration.....                                                                                                                        | 4   |
| IV. Attorneys’ Fees and Expenses .....                                                                                                                                      | 5   |
| V. Service Award to Plaintiff .....                                                                                                                                         | 5   |
| VI. Release.....                                                                                                                                                            | 6   |
| ARGUMENTS AND AUTHORITY .....                                                                                                                                               | 7   |
| I. The Settlement Class Satisfies Rule 1702 .....                                                                                                                           | 8   |
| II. The Court Should Preliminarily Approve the Settlement .....                                                                                                             | 13  |
| A. The risks associated with data breach litigation strongly support<br>the Settlement .....                                                                                | 14  |
| B. The substantial benefits provided by the settlement, when compared with the<br>substantial risks of continued litigation, supports the Settlement .....                  | 16  |
| C. Settlement Class Counsel, who possess extensive experience in litigating data<br>breach class actions, strongly support the Settlement .....                             | 17  |
| D. The Parties completed substantial informal discovery to enable an<br>accurate and comprehensive understanding of the strengths and<br>weaknesses of their position ..... | 18  |
| E. The Reaction of the Settlement Class to the proposed Settlement .....                                                                                                    | 18  |
| III. The Court Should Approve the Proposed Notice Program .....                                                                                                             | 18  |
| IV. The Court Should Appoint EisnerAmper as Settlement Administrator .....                                                                                                  | 21  |

|                                                           |    |
|-----------------------------------------------------------|----|
| V. The Court Should Appoint Settlement Class Counsel..... | 21 |
| CONCLUSION .....                                          | 22 |

## TABLE OF AUTHORITIES

### CASES

|                                                                                                         |           |
|---------------------------------------------------------------------------------------------------------|-----------|
| <i>Baez-Medina v. Judge Grp., Inc.</i> , 2023 WL 4633503 (E.D. Pa. July 20, 2023) .....                 | 6         |
| <i>Baldassari v. Suburban Cable TV Co., Inc.</i> , 808 A.2d 184 (Pa. Super. 2002).....                  | 8         |
| <i>Buchanan v. Century Fed. Sav. &amp; Loan Ass'n</i> , 393 A.2d 704 (Pa. 1978) .....                   | 13        |
| <i>Corra v. ACTS Ret. Servs., Inc.</i> , 2024 WL 22075 (E.D. Pa. Jan. 2, 2024).....                     | 6, 10, 12 |
| <i>Currie v. Joy Cone Co.</i> , 2024 WL 3157870 (W.D. Pa. June 25, 2024) .....                          | 6         |
| <i>Dauphin Deposit Bank and Trust Co. v. Hess</i> , 727 A.2d 1076 (Pa. 1999) .....                      | 7         |
| <i>Fox v. Iowa Health Sys.</i> , 2021 WL 826741 (W.D. Wis. Mar. 4, 2021) .....                          | 14        |
| <i>Fulton-Green v. Accolade, Inc.</i> , 2019 WL 4677954 (E.D. Pa. Sept. 24, 2019) .....                 | 14        |
| <i>Gordon v. Chipotle Mexican Grill, Inc.</i> , 2019 WL 6972701 (D. Colo. Dec. 16, 2019).....           | 15        |
| <i>Gregg v. Indep. Blue Cross</i> , 2004 WL 869063 (Pa. Com. Pl. Apr. 22, 2004) .....                   | 7         |
| <i>Grimm v. American Eagle Airlines, Inc.</i> , 2014 WL 12746376 (C.D. Cal. Sept. 24, 2014) .....       | 16        |
| <i>Hammond v. The Bank of N.Y. Mellon Corp.</i> , 2010 WL 2643307 (S.D.N.Y. June 25, 2010).....         | 15        |
| <i>In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.</i> , 333 F.R.D. 3640 (E.D. Pa. 2019) .... | 6         |
| <i>In re Marriott Int'l, Inc.</i> , 78 F.4th 677 (4th Cir. 2023).....                                   | 16        |
| <i>In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.</i> , 266 F. Supp. 3d 1 (D.D.C. 2017).....  | 15        |
| <i>In re Wawa, Inc. Data Sec. Litig.</i> , 2023 WL 6690705 (E.D. Pa. Oct. 12, 2023) .....               | 9, 10, 12 |
| <i>Janicik v. Prudential Ins. Co. of Am.</i> , 451 A.2d 451 (Pa. 1982) .....                            | 10        |
| <i>Mazzei v. Money Store</i> , 829 F.3d 260 (2d Cir. 2016).....                                         | 16        |
| <i>McMonagle v. Allstate Ins. Co.</i> , 460 Pa. 159 (1975).....                                         | 7         |
| <i>Milkman v. Am. Travellers Life Ins. Co.</i> , 2001 WL 1807376 (Pa. Com. Pl. Nov. 26, 2001).....      | 14        |
| <i>Milkman v. Am. Travellers Life Ins. Co.</i> , 2002 WL 778272 (Pa. Com. Pl. Apr. 1, 2002) .....       | 7         |

|                                                                                             |    |
|---------------------------------------------------------------------------------------------|----|
| <i>Tyson Foods, Inc. v. Bouaphakeo</i> , 577 U.S. 442 (2016).....                           | 12 |
| <i>Weinberg v. Sun Co., Inc.</i> , 740 A.2d 1152 (Pa. Super.1999) .....                     | 11 |
| <i>Weirbach v. Cellular Connection, LLC</i> , 2020 WL 6581498 (E.D. Pa. Nov. 10, 2020)..... | 6  |

## **STATUTES**

|                               |       |
|-------------------------------|-------|
| Pa. R. Civ. P. 1702.....      | 7, 8  |
| Pa. R. Civ. P. 1702(3).....   | 9     |
| Pa. R. Civ. P. 1702(4).....   | 10    |
| Pa. R. Civ. P. 1708.....      | 11    |
| Pa. R. Civ. P. 1708–1709..... | 7     |
| Pa. R. Civ. P. 1709.....      | 21    |
| Pa. R. Civ. P. 1710.....      | 7     |
| Pa. R. Civ. P. 1712(a) .....  | 19    |
| Pa. R. Civ. P. 1712(b).....   | 19    |
| Pa. R. Civ. P. 1714.....      | 7     |
| Pa. R. Civ. P. 1714(a) .....  | 7, 13 |

## **OTHER AUTHORITIES**

|                                                             |   |
|-------------------------------------------------------------|---|
| <i>1 McLaughlin on Class Actions</i> § 4:5 (15th ed.) ..... | 8 |
|-------------------------------------------------------------|---|

Plaintiff Patricia Kidwell (“Plaintiff”) submits this memorandum of law in support of her Unopposed Motion for Preliminary Approval of Class Action Settlement. Defendant Hypertension Nephrology-Nephrology Associates, P.C. (“HNA” or “Defendant”) does not oppose certification of the Settlement Class<sup>1</sup> solely for purposes of effectuating the Settlement submitted for preliminary approval with this motion.

The Settlement follows extensive arm’s-length negotiations supervised by a respected, experienced mediator. Under the Settlement, HNA will pay \$625,000 into a non-reversionary common fund for the benefit of Plaintiff and Settlement Class Members (the “Settlement Fund”). The Settlement Class Members will receive individual notice of the Settlement by direct email or U.S. mail. Every Settlement Class Member can make a claim for reimbursement of documented losses incurred as a result of the Data Incident, up to \$5,000 or, alternatively, for a *pro rata* cash award. Additionally, every Settlement Class Member is entitled to two years of free credit monitoring and identity theft protection services, regardless of whether they make a claim for monetary benefits. Further, HNA has implemented or will implement certain reasonable steps to enhance the security of its systems and environments presently and in the future. Notice and Settlement Administration costs, as well as litigation expenses, attorneys’ fees, and Class Representative service awards as awarded by the Court, will be paid out of the Settlement Fund.

Plaintiff and Settlement Class Counsel strongly endorse the Settlement as an excellent result that is in the best interests of the Settlement Class, particularly given the substantial risks and delay associated with continued litigation. They thus respectfully submit that the Court should

---

<sup>1</sup> Capitalized terms herein have the same meaning as those set forth in the Parties’ Settlement Agreement and Release (referred to herein as the “Settlement Agreement,” “Settlement,” or “S.A.”), attached as Exhibit 1 to the Declaration of Nickolas J. Hagman (“Hagman Decl.”).

grant preliminary approval and direct that notice be sent to the Settlement Class in accordance with the Settlement Agreement.

## **FACTUAL AND PROCEDURAL BACKGROUND**

Plaintiff alleges that on or around January 20, 2024, cybercriminals obtained access to HNA's computer and information systems and potentially accessed patient files containing personally identifying information, financial account information, and private health information (collectively, "Private Information") belonging to HNA's current and former patients (the "Data Incident"). On May 17, 2024, HNA sent notice of the Data Incident to 39,491 individuals affected by the Incident.

On June 7, 2024, Plaintiff Kidwell filed this putative action in the Court of Common Pleas of Montgomery County, Pennsylvania. Shortly after Plaintiff Kidwell initiated her action, the Parties began a months-long process of discussing resolution to this matter. Eventually, the Parties agreed to mediate the matter. On March 31, 2025, the Parties attended a full-day mediation before Judge Michael D. Mason (Ret.) of Mason ADR. At this mediation, the Parties were able to reach the agreement memorialized in the Settlement Agreement.

## **SETTLEMENT TERMS**

### **I. Proposed Settlement Class**

The Settlement will provide substantial relief for the Proposed Settlement Class, which is defined as "all residents of the United States who were sent notice that their personal information was potentially accessed, stolen, or compromised as a result of the Data Incident." S.A. ¶ 1.36. The Settlement Class contains approximately 39,491 persons. Hagman Decl. ¶ 6; S.A. p.2.

## II. Settlement Benefits – Monetary Relief

The Settlement negotiated on behalf of the Class provides a \$625,000 non-reversionary Settlement Fund, from which Settlement Class Members may make a claim for the following benefits:

(a) *Cash Award.* Settlement Class Members who submit a valid and timely Claim Form may elect to receive a payment (a “Cash Award”). The cash awards for all valid claimants shall be a *pro rata* share of the “Post Loss Payment Net Settlement Fund,” which is the remainder of the Settlement Fund after payment of the cost of notice and administration; any attorneys’ fees, expenses, and service awards approved by the Court; the cost of Credit Monitoring and Insurance claimed by Class Members; and approved Documented Loss Payments. S.A. ¶¶ 2.2(a), 2.4.

(b) *Documented Loss Payment.* In the alternative to the Cash Award, Settlement Class Members may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must submit an attestation regarding any actual and unreimbursed Documented Loss, and reasonable documentation that demonstrates the Documented Loss itself. S.A. ¶ 2.2(b).

(c) *Credit Monitoring and Insurance Services.* Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a claim for a monetary Settlement Payment. The CMIS will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit. The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) one bureau credit monitoring providing notice of changes to the Settlement Class Members’

credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. S.A. ¶ 2.3.

### **III. Class Notice and Settlement Administration**

Plaintiff's Counsel engaged in a competitive bidding process for administrative services for this Settlement. Hagman Decl. ¶ 23. After thorough vetting of the proposals and comparing the cost efficiencies against the services provided, the Parties selected, and request that the Court approve EAG Gulf Coast, LLC ("EisnerAmper"), as Settlement Administrator. S.A. ¶ 1.33. The Settlement Administrator will be responsible for providing notice to Settlement Class Members, maintaining a Settlement Website with all pertinent documents and deadlines, communicating with Settlement Class Members, reviewing and making determinations regarding claims, and disbursing settlement payments.

The Notice Program will be paid for from the Settlement Fund and has been designed to provide the best notice practicable, aiming to reach the greatest number of Settlement Class Members possible. Hagman Decl. ¶ 22, 25. Notice will be given to the Settlement Class via direct, individual notice, by sending the Short Notice (S.A., Exhibit D) via email or U.S. mail to the postal addresses provided to the Settlement Administrator by HNA. S.A. ¶ 3.3(c). The Long Notice (S.A. Exhibit B) will be posted on the Settlement Website, which the Settlement Administrator will establish prior to the dissemination of the Short Form Notice, along with other important documents, such as the Settlement Agreement and the motions for final settlement approval and for attorneys' fees, expenses, and service awards once they are filed. S.A. ¶ 3.3(b).

The notice documents clearly and concisely apprise Settlement Class Members of all the information they need to know regarding how to make a claim, opt out, or object to the Settlement. Hagman Decl. ¶ 22. The timing of the Notice Program will give Class Members adequate time to determine if they would like to submit a claim, opt out of, or object to the Settlement. In addition to the Settlement Website, a toll-free number with interactive voice responses will be established to address Class Members' questions and assist them with their options and with making claims under the Settlement. S.A. ¶ 3.3.

#### **IV. Attorneys' Fees and Expenses**

If the Settlement is preliminarily approved, Settlement Class Counsel will apply for an award of reasonable attorneys' fees and costs no later than 14 days prior to the opt-out/objection deadline. Pursuant to the Settlement Agreement, Settlement Class Counsel will seek an award of Attorneys' Fees and reasonable costs and expenses incurred in the Litigation, of no more than one-third of the Settlement Fund (\$208,333.33). S.A. ¶¶ 7.1.-7.2.

#### **V. Service Award to Plaintiff**

Plaintiff has played a crucial role in this matter, including by stepping up publicly to represent the other individuals impacted by the Data Incident and providing their Counsel with important information about the impact of the Data Incident. Plaintiff has been personally involved in the case and supports the Settlement. Hagman Decl. ¶ 32. Plaintiff will separately petition the Court for service awards of \$2,500 for herself in recognition of the time, effort, and expense she incurred pursuing claims for the benefit of the Settlement Class. S.A. ¶ 7.3-7.4. "Service awards, also known as incentive awards, 'are common in class actions that result in a common fund for distribution to the class' and are meant 'to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation.'" *Baez-Medina v.*

*Judge Grp., Inc.*, No. CV 21-3534, 2023 WL 4633503, at \*9 (E.D. Pa. July 20, 2023) (quoting *In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.*, 333 F.R.D. 364, 390 (E.D. Pa. 2019)). The requested \$2,500 award is reasonable and comparable to awards in similar cases. *See Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at \*2 (E.D. Pa. Jan. 2, 2024) (in litigation arising from data breach, awarding \$2,500 to each plaintiff); *Currie v. Joy Cone Co.*, No. 2:23-CV-00764-CCW, 2024 WL 3157870, at \*4 (W.D. Pa. June 25, 2024) (same); *Baez-Medina*, 2023 WL 4633503, at \*9 (awarding \$5,000 to plaintiff); *Weirbach v. Cellular Connection, LLC*, No. 5:19-CV-05310-JDW, 2020 WL 6581498, at \*5 (E.D. Pa. Nov. 10, 2020) (awarding \$3,500 to each plaintiff).

## **VI. Release**

Upon entry of the Final Approval Order, Plaintiff and the Settlement Class Members who do not submit a valid and timely Opt-Out Request will be deemed to have “fully, finally, and forever released, relinquished, and discharged all Released Claims.” S.A. ¶ 6.1. “Released Claims” are fully defined in Section 1.28 of the Settlement Agreement, and include all claims “any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality . . . whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation” other than claims relating to the

enforcement of the Settlement Agreement and the claims of any Settlement Class Members who timely opted out of the class. S.A. ¶ 1.28.

### ARGUMENTS AND AUTHORITY

Under Pa. R. Civ. P. 1714(a), settlement of a class action requires court approval. *Milkman v. Am. Travellers Life Ins. Co.*, No. 011925, 2002 WL 778272, at \*4 (Pa. Com. Pl. Apr. 1, 2002). Before granting preliminary approval, the Court must, “as a threshold matter,” first determine that it is appropriate to certify the class pursuant to Pa. R. Civ. P. 1710. *Gregg v. Indep. Blue Cross*, No. 00002 DEC.TERM 2002, 2004 WL 869063, at \*25 (Pa. Com. Pl. Apr. 22, 2004). “While not binding, federal cases interpreting the federal class action rules, as well as the federal rules themselves, can have persuasive value in Pennsylvania courts.” *Milkman*, 2002 WL 778272, at \*4 n.23 (citing *McMonagle v. Allstate Ins. Co.*, 460 Pa. 159, 167 (1975)). Looking to Rule 23 “is especially justified here, as Rule 1714 incorporates the provisions of present Federal Rule 23(e)” *Id.* (internal citations and quotations omitted).

In the Settlement, Plaintiff seeks certification of a Settlement Class consisting of: “all residents of the United States who were sent notice that their personal information was accessed, stolen, or compromised as a result of the Data Incident.” S.A. ¶ 1.36. The Settlement Class includes approximately 39,491 persons. The Settlement Class satisfies all five prerequisites laid out in Pa. R. Civ. P. 1702, including the factors described in Pa. R. Civ. P. 1708–1709, and this Court should certify the Settlement Class. Similarly, the terms of the Settlement are more than adequate and reasonable under Pa. R. Civ. P. 1714, and satisfy the applicable factors established by *Dauphin Deposit Bank and Trust Co. v. Hess*, 727 A.2d 1076, 1077–1077 (Pa. 1999). Thus, this Court should grant preliminary approval to the proposed Settlement.

## **I. The Settlement Class Satisfies Rule 1702**

Rule 1702 of the Pennsylvania Rules of Civil Procedure sets forth five prerequisites for the certification of a class: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) the representative parties will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709; (5) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708. Pa. R. Civ. P. 1702.

### **a) The proposed Settlement Class is sufficiently numerous**

The numerosity requirement inquires whether “the number of potential individual plaintiffs would pose a grave imposition on the resources of the court and an unnecessary drain on the energies and resources of the litigants should plaintiffs sue individually.” *Baldassari v. Suburban Cable TV Co., Inc.*, 808 A.2d 184, 190 (Pa. Super. 2002) (citations omitted). “The plaintiff seeking class certification ‘need not plead or prove the actual number of class members, so long as he is able to define the class with some precision and provide sufficient indicia to the court that more members exist than it would be practicable to join.’” *Gregg*, 2004 WL 869063, at \*25 (quoting *Baldassari*, 808 A.2d at 190). *See also 1 McLaughlin on Class Actions* § 4:5 (15th ed.) (“The rule of thumb adopted by most courts is that proposed classes in excess of 40 generally satisfy the numerosity requirement.”). Numbering approximately 39,491 individuals, the proposed settlement class easily satisfies Rule 1702’s numerosity requirement. Joinder of so many individuals is clearly impracticable.

b) The proposed Settlement Class satisfies the commonality requirement

Rule 1702(2) requires that there exist “questions of law or fact common to the class.” Pa.

R. Civ. P. 1702(2). As interpreted by the Superior Court:

The common question of fact means precisely that the facts must be substantially the same so that proof as to one claimant would be proof as to all. While the existence of individual questions essential to a class member's recovery is not necessarily fatal to the class, there must be a predominance of common issues shared by all class members which can be justly resolved in a single proceeding. Moreover, claims arising from interpretations of a form contract generally give rise to common questions.

*Gregg*, 2004 WL 869063, at \*25 (quoting *Baldassari*, 808 A.2d at 191). Plaintiff asserts that the common questions include whether HNA failed to implement adequate data security measures; whether Class Members’ Private Information was compromised in the Data Incident; whether HNA owed a duty to Plaintiff and Class members; whether HNA breached its duties; whether HNA’s conduct was unfair; and whether HNA unreasonably delayed in notifying Plaintiff and class members of the material facts of the Data Incident. *See also In re Wawa, Inc. Data Sec. Litig.*, No. CV 19-6019, 2023 WL 6690705, at \*4 (E.D. Pa. Oct. 12, 2023) (finding commonality met in data breach case where plaintiffs raised similar common questions).

c) Plaintiff’s claims and defenses are typical of those of the Settlement Class

“The third prerequisite to evaluate is whether the claims or defenses of the representative parties are typical of the claims or defenses of the class.” *Gregg*, 2004 WL 869063, at \*26 (citing Pa. R. Civ. P. 1702(3)). “This factor requires that the class representative’s overall position on the common issues is sufficiently aligned with that of the absent class members to ensure that his pursuit of his own interests will advance those of the proposed class members.” *Gregg*, 2004 WL 869063, at \*26 (quoting *Baldassari*, 808 A.2d at 193). Plaintiff satisfies the typicality requirement of Rule 1702 because Plaintiff’s claims and those of the Class members arose from the same

conduct: Defendant's failure to protect their Private Information. Plaintiff alleges her Private Information and that of the Class was potentially compromised, and therefore she was impacted by the same allegedly inadequate data security that they allege harmed the rest of the Settlement Class. *See In re Wawa, Inc. Data Sec. Litig.*, 2023 WL 6690705, at \*4 (finding allegations that personal information was compromised in data breach satisfied typicality requirement); *see also Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at \*4 (E.D. Pa. Jan. 2, 2024) (same).

d) Plaintiff will adequately protect the interests of the Class

The Court must evaluate whether the representative parties will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709. Pa. R. Civ. P. 1702(4). Rule 1709's criteria are: (1) whether the attorney for the representative parties will adequately represent the interests of the class, (2) whether the representative parties have a conflict of interest in the maintenance of the class action, and (3) whether the representative parties have or can acquire adequate financial resources to assure that the interests of the class will not be harmed.

"Counsel who have litigated on behalf of the representative parties have and will continue to adequately represent the interests of the class." *Gregg*, 2004 WL 869063, at \*27. "Generally, until the contrary is demonstrated, courts will assume that members of the bar are skilled in their profession." *Janicik v. Prudential Ins. Co. of Am.*, 451 A.2d 451, 458 (Pa. 1982). Further, Plaintiff's counsel has decades of combined experience as zealous class action litigators, including in the area of data breach litigation, and are well suited to continue representing the Settlement Class. *See Hagman Decl.* ¶¶ 39–41; Exhibit 3 to Hagman Decl. (firm resume).

"Because of the difficulty of proving a negative, courts have generally presumed that no conflict of interest exists unless otherwise demonstrated and have relied upon the adversary system

and the court’s supervisory powers to expose and mitigate any conflict.” *Janicik*, 451 A.2d at 459. Here, Plaintiff has no conflicts of interest with other Settlement Class Members, is not subject to unique defenses, and she and her counsel have vigorously prosecuted and continue to vigorously prosecute this case on behalf of the class. Plaintiff is a member of the Class who asserts that she experienced the same alleged injuries and seeks, like other Settlement Class Members, compensation for harm resulting from HNA’s data security shortcomings. There is no conflict of interest.

“Where an attorney for a class representative ethically advances costs and expenses to the representative, the adequate financing requirement of the certification test is met.” *Weinberg v. Sun Co., Inc.*, 740 A.2d 1152, 1171 (Pa. Super.1999). As Settlement Class Counsel have taken this case on a contingent basis, *see* Hagman Decl. ¶¶ 37, Settlement Class Counsel have advanced all costs and expenses to date. Thus, this requirement of Rule 1709 is met.

e) The Class Action provides a fair and efficient method for adjudication of the controversy

Rule 1708 sets forth a series of factors to consider in determining whether a proposed class action provides for a fair and efficient adjudication of a legal controversy. *See* Pa. R. Civ. P. 1708. The factors are not exclusive, and their importance may vary according to the circumstances. *Janicik*, 451 A.2d at 461.

First, the common questions of law predominate over any individual question, as to both liability and damages suffered. Plaintiff’s claims arise out of the same Data Incident and depend, first and foremost, on whether HNA used reasonable data security measures to protect Settlement Class Members’ Private Information. Plaintiff asserts that question can be resolved, for purposes of settlement, using the same evidence for all Settlement Class Members, and therefore is precisely the type of predominant question that makes a class-wide settlement worthwhile. “Though there

may be minor differences among the class members, such as size and degree of damages, none of these would preclude the aforementioned issues being decided on a class-wide basis.” *In re Wawa, Inc. Data Sec. Litig.*, 2023 WL 6690705, at \*5. *See also Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453–54 (2016) (“When ‘one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3).’”) (citation omitted).

Second, there are no indications that management of this class action would be problematic, especially since the Parties request conditional certification pursuant to settlement and the case will not proceed to trial. *See Gregg*, 2004 WL 869063, at \*30 (“because this certification is for the purpose of settlement rather than a continuation of the litigation through trial, there will be little need for further management of the class action”).

Third, the prosecution of separate actions by individual victims of the Data Incident would create a risk of inconsistent adjudication. Adjudicating individual actions here is impracticable: the amount in dispute for individual class members is too small, the technical issues involved are complex, and the required expert testimony and document review are costly. No single member of the class has an interest in controlling the prosecution of this action because Plaintiff’s claims and those of Settlement Class Members concern the same incident. Alternatives to a class action are either no recourse for nearly 40,000 individuals, or a multiplicity of suits resulting in an inefficient and possibly disparate administration of justice. There are thousands of class members with modest individual claims, most of whom likely lack the resources necessary to pursue individual legal redress. *See Wawa, Inc. Data Sec. Litig.*, 2023 WL 6690705, at \*5 (finding that class action is the superior method when resolving claims arising from a data breach); *Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at \*5 (E.D. Pa. Jan. 2, 2024) (same).

Fourth, Plaintiff and Settlement Class Counsel are not aware of any action, in either Pennsylvania or federal courts, pending against HNA which arise from this Data Incident.

And finally, this court is the appropriate forum for the litigation of the claims of the Class as HNA is based out of this County.

## **II. The Court Should Preliminarily Approve the Settlement**

Pa. R. Civ. P. 1714(a) requires courts to hold a hearing and grant approval before a class action can be settled. The Pennsylvania Supreme Court has held that “settlements are favored in class action lawsuits” and identified the following seven factors to be considered when evaluating the propriety of a proposed class action settlement: 1) the risks of establishing liability and damages; 2) the range of reasonableness of the settlement in light of the best possible recovery; 3) the range of reasonableness of the settlement in light of all the attendant risks of litigation; 4) the complexity, expense and likely duration of the litigation; 5) the state of the proceedings and the amount of discovery completed; 6) the recommendations of competent counsel; and; 7) the reaction of the class to the settlement. *Dauphin Deposit*, 727 A.2d at 1077. Speaking on how courts should weigh these seven factors, the court determined that judges should apply a “range of reasonableness” approach:

In effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights. As with valuation problems in general, there will usually be a difference of opinion as to the appropriate value of a settlement. For this reason, judges should analyze a settlement in terms of a “range of reasonableness” and should generally refuse to substitute their business judgment for that of the proponents.

*Buchanan v. Century Fed. Sav. & Loan Ass'n*, 393 A.2d 704, 709 (Pa. 1978).

When evaluating class action settlements, Pennsylvania courts have found that the two-step procedure used for proposed settlements in federal class action suits brought under Federal

Rule of Civil Procedure 23 is “instructive.” *Milkman v. Am. Travellers Life Ins. Co.*, No. 3775, 2001 WL 1807376, at \*11 (Pa. Com. Pl. Nov. 26, 2001). “Hence, the Court must undertake a preliminary examination of the Settlement with an eye toward the seven factors set forth in *Dauphin County* [sic]. If the Settlement falls within the ‘range of possible approval,’ the Court will schedule a formal fairness hearing.” *Id.*

Here, the relevant *Dauphin Deposit* factors support the conclusion that the negotiated settlement is well within the “range of possible approval” and, as such, should be granted preliminarily approval.

**A. The risks associated with data breach litigation strongly support the Settlement**

While Plaintiff believes that she has strong claims, she and Settlement Class Counsel also recognizes that success is not guaranteed and are aware of the substantial risks and delays that would arise in continued litigation. This case involves a proposed class of 39,491 individuals; the need to establish cognizable harm and causation; a complicated and technical factual overlay; and a motivated, well-represented defendant that already has provided some relief to potentially affected individuals in the form of credit monitoring services. “Regardless of the risk, litigation is always expensive, and both sides would bear those costs if the litigation continued.” *Paz v. AG Adriano Goldschmeid, Inc.*, 2016 WL 4427439, at \*5 (S.D. Cal. Feb. 29, 2016).

The chances of prevailing on the merits are uncertain—especially where significant unsettled questions of law and fact exist, which is common in data breach litigation. Data breach class actions involve “a risky field of litigation because data breach class actions are uncertain, and class certification is rare.” *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954, at \*8 (E.D. Pa. Sept. 24, 2019). “Data breach litigation is evolving; there is no guarantee of the ultimate result.” *Fox v. Iowa Health Sys.*, 2021 WL 826741, at \*5 (W.D. Wis. Mar. 4, 2021) (citing *Gordon v.*

*Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (“Data breach cases . . . are particularly risky, expensive, and complex.”)). Although nearly all class actions involve a high level of risk, expense, and complexity, the size and magnitude of the Data Incident in this case would have made continued litigation lengthy, complex, and difficult, and the rapid evolution of case law in this area of the law makes outcomes uncertain while increasing litigation expense. Given the obstacles and inherent risks Plaintiff faces with respect to her claims, including risks relating to class certification, summary judgment, and trial, the substantial benefits the Settlement provides favor preliminary approval of the Settlement. Hagman Decl. ¶¶ 35–36.

Historically, data breach cases face substantial hurdles in surviving even the pleadings stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at \*1–2 (S.D.N.Y. June 25, 2010) (collecting cases). Even large cases implicating data more sensitive than that at issue here have been found wanting at the district court level. *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) (“The Court is not persuaded that the factual allegations in the complaints are sufficient to establish . . . standing.”), *rev’d*, 928 F.3d 42 (D.C. Cir. 2019). Moreover, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages. For now, data breach cases are among the riskiest and uncertain of all class actions, making settlement a prudent path when a reasonable one can be reached. The damages methodologies, while theoretically sound in Plaintiff’s view, remain untested in a disputed class certification setting and unproven in front of a jury. Settlement Class Counsel is unaware of a single data breach class action that has been tried to a jury. As in any data breach case, establishing causation on a class-wide basis is rife with uncertainty. Each risk, by itself, could impede the successful prosecution of these claims at trial and in an eventual appeal—which could result in zero recovery to the class and would further delay redress for the breach victims.

Finally, because Plaintiff's case remains at the pleadings stage, the Parties have not briefed, and the Court has not yet certified, any class treatment of the claims. If they were to proceed to litigate through trial, Plaintiff would face risks in obtaining and maintaining certification of the class, which Defendant would likely oppose in the absence of a settlement. Thus, Plaintiff "necessarily risk losing class action status" at any time following certification. *Grimm v. American Eagle Airlines, Inc.*, 2014 WL 12746376, at \*10 (C.D. Cal. Sept. 24, 2014); *Mazzei v. Money Store*, 829 F.3d 260, 265–67 (2d Cir. 2016) (class decertified after trial); *see also In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (classes decertified on appeal). The relative absence of trial class certification precedent in the relatively novel data breach setting adds to the risks posed by continued litigation.

**B. The substantial benefits provided by the settlement, when compared with the substantial risks of continued litigation, supports the Settlement**

Given the risks and uncertainties presented by continued litigation, the value of the Settlement strongly favors approval. The Settlement makes significant relief available to Settlement Class Members. Every Settlement Class Member can claim two years of free three-bureau Credit Monitoring and identity theft protection services, a valuable benefit. Moreover, each Settlement Class Member is eligible to make a claim for \$5,000 in reimbursements for Documented Losses, or an alternative cash payment, which will consist of a *pro rata* share of the net Settlement Fund after payment of costs of the Settlement (including notice and administration, attorneys' fees and expenses, a Service Award to Plaintiff, and payments for claims for Documented Losses and Credit Monitoring).

This Settlement is a strong result for the Class and is in line with other settlements in cases involving data breaches of similar scope. The \$625,000 fund for a Settlement Class of approximately 39,941 people apportions out to approximately \$15.64 per class member (assuming

every class member claimed). This is significantly better than many approved data breach settlements. Because the Settlement amount here compares favorably to that achieved in other settlements approved in similar cases, this factor weighs in favor of the Settlement. Accordingly, this factor favors approval.

**C. Settlement Class Counsel, who possess extensive experience in litigating data breach class actions, strongly support the Settlement**

Settlement Class Counsel are highly experienced in litigating complex class actions and are considered leaders in the field of data breach litigation. They have been appointed as lead or co-lead counsel on numerous data breach cases and were appointed by this Court to serve as interim class counsel. *See* Hagman Decl. ¶¶ 39–41; Exhibit 3 to Hagman Decl. Their professional experience, including in prosecuting similar class actions, enabled Counsel to provide exemplary representation for the Class in prosecuting claims and negotiating on the Class’s behalf.

Upon learning of the data breach, Settlement Class Counsel engaged in a rigorous investigation before filing suit. Hagman Decl. ¶¶ 5–6. Settlement Class Counsel recognized the opportunity and potential benefit to the Class from an early negotiated resolution. Counsel worked with an experienced mediator and sought targeted informal discovery to facilitate and inform these negotiations. *Id.* ¶¶ 9. Settlement Class Counsel’s substantial experience with data breach litigation allowed them to negotiate for and reach a proposed settlement that is in the best interest of the Class. The proposed Settlement was negotiated between experienced attorneys for all Parties who are familiar with class action litigation in general and with the legal and factual issues of this case in particular. As detailed above, the Settlement was the result of months of extensive and arm’s-length settlement negotiations with an experienced mediator. Hagman Decl. ¶¶ 9–12.

Proposed Settlement Class Counsel endorse the Settlement without reservation. *Id.* ¶¶ 36.

**D. The Parties completed substantial informal discovery to enable an accurate and comprehensive understanding of the strengths and weaknesses of their position**

Here, Settlement Class Counsel gathered information that was available regarding HNA and the Data Incident—including publicly-available documents concerning announcements of the Data Incident and notice of the Data Incident to Plaintiff and the Settlement Class. Hagman Decl. ¶¶ 5. Further, the Parties informally exchanged non-public information concerning the Data Incident and the size of the Class before and during the mediation and settlement negotiation process. *Id.* HNA also provided confirmatory discovery as part of the Settlement. *Id.* This information gathering process adequately substituted for formal discovery (which would have been costly, and potentially depleted the amount of Defendant’s funds available for a settlement), and Settlement Class Counsel’s knowledge from decades of experience in similar types of privacy and data protection matters also enabled Settlement Class Counsel to represent the interests of class members without expending hundreds of hours and excessive financial resources to come up to speed. In short, Plaintiff and Settlement Class Counsel entered the Settlement after being well informed about the strengths and weaknesses of this case, and they had sufficient information to conclude that the Settlement is in the best interest of the class.

**E. The Reaction of the Settlement Class to the proposed Settlement.**

Plaintiff supports the Settlement. Plaintiff and Settlement Class Counsel will update the Court as to the response of the Class to the Settlement after notice has been given.

**III. The Court Should Approve the Proposed Notice Program**

Subject to Court approval, the Parties have agreed to retain EisnerAmper, an experienced and competent settlement and claims administrator familiar with handling data breach settlements. The 39,941 Settlement Class Members are specifically identifiable from HNA’s records and notice

of the Settlement and its terms will be individually mailed to each of them. The Settlement Administrator is tasked with reviewing and determining the validity of submitted claims and will provide Settlement Class Members with an opportunity to correct any deficiency submissions. Credit monitoring codes will be distributed within thirty (30) days of the Effective Date. S.A. ¶ 8.2. Settlement Class Members will receive payments for approved claims for cash relief using their preferred method (*i.e.*, check or some form of electronic payment) within twenty-one (21) days from the Effective Date. S.A. ¶ 8.3. This process ensures that all Settlement Class Members have an opportunity to seek relief, will have their claims assessed fairly by a competent administrator, and will receive benefits in a timely manner. This factor supports a finding that the Proposed Settlement is adequate.

Pa. R. Civ. P. 1712(a) requires that “[a]fter the entry of the order of certification and after hearing the parties with respect to the notice to be given, the court shall enter a supplementary order which shall prescribe the type and content of notice to be used and shall specify the members to be notified.” “In determining the type and content of notice to be used and the members to be notified, the court shall consider the extent and nature of the class, the relief requested, the cost of notifying the members and the possible prejudice to be suffered by members of the class or by other parties if notice is not received.” *Id.* Pa. R. Civ. P. 1712(b) explains that:

The court may require individual notice to be given by personal service or by mail to all members who can be identified with reasonable effort. For members of the class who cannot be identified with reasonable effort or where the court has not required individual notice, the court shall require notice to be given through methods reasonably calculated to inform the members of the class of the pendency of the action. Such methods may include using a newspaper, television or radio or posting or distributing through a trade, union or public interest group

Here, and after a competitive bidding process, the parties have agreed to a robust Notice Program to be administered by a well-respected third-party Settlement Administrator—

EisnerAmper—which will use all reasonable efforts to provide direct and individual notice to each potential Settlement Class Member by email or U.S. mail. Prior to sending the Short Notice, EisnerAmper will check all mailing addresses against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information is up-to-date and accurately formatted for mailing.<sup>2</sup> Notices that are returned as undeliverable will be re-sent to forwarding addresses and skip traces will be used to find the current addresses of Settlement Class Members. S.A. ¶ 3.3(c).

The costs of administering the Settlement will be paid from the Settlement Fund. S.A. ¶ 3.3. The Notice Program and Claim Forms negotiated by the Parties are clear, concise, and inform Settlement Class Members of their rights and options under the Settlement, including detailed instructions on how to make a claim, object to the Settlement, or opt out of the Settlement. S.A. Exs. A, B, and D.

The Administrator will also establish a dedicated Settlement Website that will allow Settlement Class Members to file an online Claim Form. In addition, the Settlement Website will include relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. S.A. ¶ 3.3(b). The Administrator will also establish a toll-free help line where callers will be able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and request that a Long Notice be mailed to them. *Id.* ¶ 3.3(e).

---

<sup>2</sup> The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records, including names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

The Notice Program is reasonably calculated under all the circumstances to apprise Settlement Class Members of the pendency of the action and afford them an opportunity to present their objections. Plaintiff's Counsel estimates that direct notice will reach at least 90% of the Settlement Class. Hagman Decl. ¶ 25.

#### **IV. The Court Should Appoint EisnerAmper as Settlement Administrator**

In connection with the implementation of the Notice Program and administration of the Settlement benefits, the Parties respectfully ask that the Court appoint EisnerAmper to serve as the Settlement Administrator. EisnerAmper is a well-respected third-party administrator with a trusted and proven track record of supporting class action administration. Hagman Decl. ¶ 23.

#### **V. The Court Should Appoint Settlement Class Counsel**

In appointing class counsel, Pa. R. Civ. P. 1709 requires courts to consider whether the proposed class counsel "will adequately represent the interests of the class," whether they "have a conflict of interest in the maintenance of the class action," and whether they "have or can acquire adequate financial resources to assure that the interests of the class will not be harmed."

Here, proposed Settlement Class Counsel have extensive experience prosecuting class actions and other complex cases, and specifically data breach cases. *See* Hagman Decl. ¶¶ 39–41. The Settlement they negotiated on behalf of the class confirms their adequacy. The Settlement Class Counsel have no interests that conflict with those of the Class. Hagman Decl. ¶¶ 37. And the Settlement Class Counsel have substantial financial resources to see this case through to any conclusion. *Id.* Accordingly, the Court should appoint Cafferty Clobes Meriwether & Sprengel LLP as Settlement Class Counsel.

## CONCLUSION

Plaintiff has negotiated a fair, adequate, and reasonable Settlement that will provide Settlement Class Members with significant monetary and equitable relief. For all the above reasons, Plaintiff respectfully requests this Court grant Plaintiff's Motion preliminarily approving the Settlement and direct that Notice be sent to the Settlement Class.

DATED this 5 August 2025.

By: /s/ James J. Pepper  
James J. Pepper  
**PEPPER LAW FIRM, LLC**  
68 E. Court Street, Suite 2A  
Doylestown, PA 18901  
Tel: 215.340.2500  
[pepper@jamespepperlaw.com](mailto:pepper@jamespepperlaw.com)

Nickolas J. Hagman  
(*pro hac vice* admission pending)  
Daniel O. Herrera  
Alex Lee  
**CAFFERTY CLOBES MERIWETHER  
& SPRENGEL LLP**  
135 S. LaSalle, Suite 3210  
Chicago, Illinois 60603  
Telephone: (312) 782-4880  
Fax: (312) 782-4485  
[nhagman@caffertyclobes.com](mailto:nhagman@caffertyclobes.com)  
[dherrera@caffertyclobes.com](mailto:dherrera@caffertyclobes.com)  
[alee@caffertyclobes.com](mailto:alee@caffertyclobes.com)

*Attorneys for Plaintiff and the Class*

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA**

PATRICIA KIDWELL, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**DECLARATION OF NICKOLAS J. HAGMAN IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL**

I, Nickolas J. Hagman, being competent to testify, make the following declaration:

1. I am currently a partner of the law firm Cafferty Clobes Meriwether & Sprengel LLP ("Cafferty Clobes"). I am one of the attorneys for Plaintiff, and one of the attorneys seeking appointment as Settlement Class Counsel for the proposed Settlement Class.

2. I submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval, filed contemporaneously herewith.

3. A true and correct copy of the Settlement Agreement ("Agreement" or "S.A.") is attached hereto as **Exhibit 1**. Attached to the Settlement Agreement are the following exhibits: **Exhibit A**: Claim Form; **Exhibit B**: Long Form Notice; **Exhibit C**: Preliminary Approval Order; and **Exhibit D**: Short Form Notice.

**INITIAL INVESTIGATIONS AND PLEADINGS**

4. On May 17, 2024, Defendant Hypertension Nephrology-Nephrology Associates, P.C. ("HNA") sent Notice of Data Security Incident letters to approximately 39,491 individuals,

notifying them that HNA had suffered a data security incident on or around January 20, 2024 (the “Data Incident” or “Incident”).

5. After learning of the Data Incident, Settlement Class Counsel began investigating the Incident by collecting available information from public sources and interviewing impacted individuals.

6. The initial investigation into the facts and circumstances of the alleged Data Incident revealed that the Data Incident likely involved personally identifying information, financial account information, and private health information (collectively “Private Information”) belonging to approximately 39,491 of HNA’s current and former patients.

7. On June 7, 2024, Plaintiff Patricia Kidwell filed her putative class action complaint against HNA, asserting claims arising out of the Data Security Incident.

## **THE CLASS SETTLEMENT**

### ***History of Negotiations***

8. Shortly after Plaintiff filed her Complaint, the parties agreed extensions for HNA’s response to the complaint, so that the parties could explore the possibility of early resolution.

9. Subsequently, Settlement Class Counsel and counsel for HNA began settlement discussions, which involved the exchange of informal discovery to determine the details and scope of the Data Incident. The Parties continued to exchange non-public documents and information regarding the Data Incident reach and the size of the class during the mediation and settlement negotiation process.

10. The Parties ultimately agreed to mediate the dispute and on March 31, 2025, attended a full-day mediation before Hon. Michael D. Mason (Ret.). The Parties reached a

settlement, then spent the ensuing months negotiating the finer points of the settlement and drafting the Settlement Agreement and accompanying notice documents and exhibits.

11. The Parties' use of informal discovery saved significant time and expense during the litigation and guarded against unnecessary depletion of Defendant's funds that were available for the Settlement.

12. While negotiations were always collegial and professional between the Parties, there is no doubt that the negotiations were also adversarial in nature, with both Parties strongly advocating their respective client's positions.

13. The Settlement Agreement with its various exhibits was executed on July 28, 2025.

***The Settlement's Benefits***

14. The Settlement provides Settlement Class Members with significant benefits that would not otherwise be available to them unless a settlement was reached.

15. The Settlement negotiated on behalf of the Class provides a \$625,000 non-reversionary Settlement Fund, from which Settlement Class Members may make a claim for the following benefits.

16. Cash Award. Settlement Class Members who submit a valid and timely Claim Form may elect to receive a payment (a "Cash Award"). The cash awards for all valid claimants shall be a *pro rata* share of the "Post Loss Payment Net Settlement Fund," which is effectively the remainder of the Settlement Fund after payment of: the cost of notice and administration; any attorneys' fees, expenses, and service awards approved by the Court; the cost of Credit Monitoring and Insurance claimed by Class Members; and approved Documented Loss Payments. S.A.

¶ 2.2(a).

17. Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must submit an attestation regarding any actual and unreimbursed Documented Loss, and reasonable documentation that demonstrates the Documented Loss itself. S.A. ¶ 2.2(b).

18. Credit Monitoring and Insurance Services. Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 2.2. The CMIS will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit. The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. S.A. ¶ 2.3.

19. HNA also agreed to implement additional reasonable steps to adequately secure its systems and environments presently and in the future. S.A. ¶ 2.5.

### ***Release***

20. The release in this case is tailored to the claims that have been pleaded or could have been pleaded in this case. *See* S.A. ¶ 6.

21. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims related to the Data Incident. *Id.* ¶ 4.2.

### ***Notice***

22. Settlement Class Counsel worked to ensure that the Notice Program is the best practicable and reasonably calculated to apprise interested parties of the action so that they may make a claim, state their objection, or exclude themselves from the settlement.

23. Settlement Class Counsel contacted multiple class action claims administrators and engaged in a competitive bidding process, then vetted each of the proposals and weighed the costs against the services provided by the class action claims administrators. Settlement Class Counsel selected EAG Gulf Coast, LLC, known as EisnerAmper, as Settlement Administrator. EisnerAmper is a respected third-party administrator with significant experience in supporting class action administration. *See* Declaration of Ryan Aldridge, attached hereto as **Exhibit 2**.

24. A Short Form Notice that will be mailed to Settlement Class Members. S.A. at Ex. A. The Short Form Notice provides clear, concise information about the Settlement. *Id.* Additionally, the Claims Administrator will create a Settlement Website that will allow Settlement Class Members to view important documents related to the Settlement, including the Long Form Notice and Claim Form. *Id.* ¶ 3.3. Class Members will also be able to use a toll-free number with interactive voice responses to address any questions they may have and assist them with their options and ability to make a claim under the Settlement.

25. The Notice Program is intended to reach as many potential Settlement Class Members as possible, is designed to be “reasonable notice of the commencement of a class action.” Settlement Class Counsel estimates that direct notice will reach a minimum of 90% of the Settlement Class. As such, the Notice Program set forth in the Settlement Agreement comports with Pa. R. Civ. P. 1712 and Due Process.

### ***Exclusions and Objections***

26. The timing to file objections and exclusions is structured to give Settlement Class Members sufficient time to review the terms of the Settlement and decide whether they would like to opt-out or object.

27. Settlement Class Members who opt-out of the Settlement are not eligible to receive any Settlement Benefits and shall not be bound by the terms of the Settlement Agreement. *Id.* ¶ 4.2. They also waive and forfeit any and all rights they may have to object to the Settlement or to participate at the Final Approval Hearing. *Id.*

28. Any Settlement Class Member wishing to object to the Settlement Class shall individually sign and timely submit written objection. *Id.* ¶ 5.1. The objection must provide the basis for the objection and information required by the Settlement Agreement. *Id.*

29. Any Settlement Class Member who fails to comply with the requirements for objecting set forth in Settlement Agreement shall waive any objections. *Id.* ¶ 5.3.

30. All Settlement Class members who fail to properly or timely request exclusion from the Settlement Class shall be bound by the terms of the Settlement. *Id.* ¶¶ 4.2, 5.2.

### ***Service Awards, Fees, and Costs***

31. The Parties did not discuss the payment of attorneys’ fees, costs, expenses and/or service awards to Class Representative until after the substantive terms of the settlement had been

agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and a service award to Class Representative as may be agreed to by Defendant and proposed Settlement Class Counsel and/or as ordered by the Court.

32. The Settlement Agreement contemplates a reasonable service award for Class Representative of \$2,500, subject to approval of the Court. *Id.* ¶ 7.3. The Service Award is meant to recognize Plaintiff for her effort on behalf of the Class. Plaintiff assisted in the investigation of the case, reviewed the pleadings, answered counsel's many questions, and reviewed the terms of the Settlement Agreement. Plaintiff remained in contact with Settlement Class Counsel throughout the litigation to assist them with litigating the case. The Class Representative was not promised a service award, nor did she condition her representation on the expectation of a service award.

33. Further, Settlement Class Representative does not have any interests antagonistic to other class members and has retained lawyers who are abundantly qualified and experienced, satisfying the adequacy requirement.

34. Settlement Class Counsel have diligently identified, investigated, and prosecuted the claims in this matter, have dedicated substantial resources to the investigation and litigation of those claims, and have successfully negotiated the Settlement of this matter to the benefit of Plaintiff and Settlement Class Members. Accordingly, Settlement Class Counsel will submit a separate motion seeking attorneys' fees, costs, and Plaintiff's Service Awards 14 days prior to Settlement Class Members' deadline to exclude themselves from the Settlement Class or to object to the Settlement Agreement. Plaintiff will request an award of attorneys' fees, costs, and expenses not to exceed one-third (33.3%) of the Settlement Fund (\$208,333.33). *Id.* ¶ 7.2.

### ***Opinions of Settlement Class Counsel***

35. While Plaintiff believes she has strong claims and would be able to prevail, her success is not guaranteed. It is reasonable for the Parties at this stage to agree that the actual recovery realized, and risks avoided here outweigh the opportunity to pursue potentially more favorable results through full adjudication. There was risk to both sides in continuing towards trial. The settlement avoids uncertainty for all parties involved in light of the inherent risks Plaintiff faces with respect to the novel claims in data breach class actions, including class certification, summary judgment, and trial.

36. In my opinion, and the opinion of Settlement Class Counsel, the Settlement is fair, reasonable, and adequate and provides significant benefits for Plaintiff and approximately 39,491 Settlement Class Members, and I and Plaintiff both strongly support the Settlement.

37. Further, my firm took this case on a purely contingent basis and advanced attorney time and all litigation costs without any payment from Plaintiff. And while litigation is inherently unpredictable and therefore risky, the rapidly evolving nature of case law pertaining to data breach litigation makes this field of litigation particularly risky. As such, the firm assumed a significant risk of nonpayment or underpayment. Nonetheless, our willingness to assume these risks was motivated by our belief in the strengths of the Plaintiff's case and the desire to vindicate the rights of Plaintiff and the Class.

### **QUALIFICATIONS OF CLASS COUNSEL**

38. Cafferty Clobes Meriwether & Sprengel LLP seeks appointment as Settlement Class Counsel for the proposed Settlement Class.

39. Cafferty Clobes is a national leader in managing and litigating complex class actions on behalf of a wide variety of consumers and has recovered billions of dollars for

consumers since its founding in 1992. I have recently been appointed and actively serve as lead counsel in many major consumer class action matters, including data breach actions. *See, e.g., In re: Consumer Vehicle Driving Data Tracking Collection*, No. 1:24-MC3115-TWT, ECF 63 (N.D. Ga. Aug. 19, 2024) (appointing Cafferty Clobes as co-lead counsel in the multidistrict litigation); *Hood, et al. v. Educational Computer Systems, Inc.*, No. 24-cv-00666-CCW (W.D. Pa.) (appointing Nickolas J. Hagman as interim co-lead counsel); *Vickery v. Family Health Center, Inc.*, No. 2024-0404-NO (Cir. Ct. Kalamazoo Cnty., MI) (same); *In re Rockford Gastroenterology Associates, Ltd. Data Breach Litig.*, No. 2024-CH-0000120 (Ill. Winnebago Co. Cir. Ct. Jan. 3, 2025) (same); *Shelton, et al. v. Fairfield Memorial Hosp. Ass'n*, No. 2024 LA 11 (Ill. Wayne Co. Cir. Ct. Dec. 11, 2024) (same); *In re: Knight Barry Title, Inc. Data Incident Litigation*, No. 2:24-cv-00211-LA, (E.D. Wis. May 5, 2018) (appointing Cafferty Clobes interim co-lead class counsel in an action concerning a breach of client data); *Wilkins v. Mulkey Cardiology Consultants, P.C.*, BER-L-6203-23 (N.J. Sup. Ct. Bergen Cnty. Jan. 19, 2024) (same); *Martemucci v. Peachtree Orthopaedic Clinic, P.A.*, No. 23-CV-1234-3 (Ga. Sup. Ct. Forsyth Cnty. Nov. 1, 2023) (same); *In re Kannact, Inc. Data Security Incident*, No. 6:23-cv-1132-AA (D. Or. Sept. 26, 2023) (appointing Cafferty Clobes interim co-lead class counsel in an action concerning a breach of patient data).

40. In the last few years alone, myself and Cafferty Clobes generally have led and settled multiple consumer class actions that provided consumers with substantial relief. *See, e.g., Barrett v. Apple Inc.*, No. 20-cv-04812-EJD, ECF 291 (N.D. Cal. Dec. 19, 2024) (appointing Nickolas J. Hagman as co-lead counsel and granting final approval to a \$35 million class settlement on behalf of victims of gift card scams); *Nielsen v. Walt Disney Parks and Resorts, Inc.*, No. 21-cv-02055 (C.D. Cal. Mar. 4, 2023), ECF No. 102 (appointing Cafferty Clobes co-lead Class Counsel granting final approval of the \$9.5 million class action settlement on behalf of individuals

who purchased certain annual passes for Disney's California theme parks); *Rentschler, et al. v. Atlantic General Hospital Corp.*, No. 23-cv-1005 (D. Md. Sept. 5, 2024) (appointing Cafferty Clobes co-class counsel granting final approval to the \$2.25 millions class settlement); *Sharma v. Accutech Systems Corp.*, No. 18C02-2210-CT-000135 (Ind. Del. Co. Cir. Ct. Nov. 13, 2023) (appointing Cafferty Clobes as co-lead counsel and granting approval to the class settlement arising out of a data breach); *Hough v. Navistar, Inc.*, No. 2021L001161 (DuPage Cnty. Ill. May 16, 2022) (granting final approval to the \$1,250,000 class settlement on behalf of victims of a data breach).

41. Cafferty Clobes also continue to represent consumers as lead counsel in class cases throughout the country. *See, e.g., In re General Motors Air Conditioning Marketing and Sales Practices Litig.*, No. 4:17-cv-12786-MFL-EAS, ECF No. 10 (E.D. Mich. Oct. 19, 2017) (appointing Cafferty Clobes as co-lead counsel in MDL arising from defect in 3.7 million vehicles); *In re Cattle and Beef Antitrust Litig.*, MDL No. 3031 (D. Minn.) (Cafferty Clobes serves as co-lead counsel in action alleging a price fixing conspiracy entered into by the nation's four largest meat packers); *Gates et al. v. Western Washington Medical Group*, No. 23-2-08498-31 (Wash. Sup. Ct. Snohomish Cnty. Mar. 7, 2024) (appointing Cafferty Clobes as interim co-lead counsel); *In re: Francesca's Acquisition LLC Data Security Incident Litig.*, No. 4:23-cv-03881 (S.D. Tex. Jan. 17, 2024) (same); *Wilkins et al. v. Mulkey Cardiology Consultants, P.C. et al.*, No. BER-L-6203-23 (N.J. Sup. Ct. Bergen Cnty Jan. 19, 2024) (same). Attached as **Exhibit 3** is a true and correct copy of Cafferty Clobes' firm resume.

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

Dated: July 31, 2025

/s/ Nickolas J. Hagman  
Nickolas J. Hagman

## EXHIBIT 1

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA**

PATRICIA KIDWELL, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**SETTLEMENT AND RELEASE**

This Settlement Agreement, dated as of July 10, 2025, is made and entered into by and among the following Settling Parties (as defined below): Plaintiff Patricia Kidwell, individually and on behalf of the Settlement Class (as defined below), by and through Proposed Settlement Class Counsel (as defined below), and Defendant Hypertension-Nephrology Associates, P.C. (“HNA” or “Defendant”) (collectively the “Parties” or “Settling Parties”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. CASE HISTORY**

On June 7, 2024, Plaintiff Kidwell filed this action in the Court of Common Pleas of Montgomery County, Pennsylvania. In her Complaint, Plaintiff alleges that on January 20, 2024, a ransomware group perpetrated a cyberattack on HNA’s information systems and accessed patient files, exfiltrating personally identifying information, financial account information, and private health information (collectively, “Private Information”) belonging to HNA’s current and former

patients—Plaintiff and Class members (the “Data Incident”). Plaintiff alleges that the Private Information of 39,491 HNA patients was exposed in the incident. On May 17, 2024, HNA sent notice of the Data Incident to all individuals potentially affected by the Data Incident.

Shortly after initiating this action, Plaintiff and Defendant agreed to explore the possibility of early resolution. In January 2025, the Parties agreed to participate in a mediation to attempt to resolve this matter. To inform their positions and the settlement negotiations, the Parties engaged in the exchange of information and documents concerning the Data Incident and the allegations in the Complaint. On March 31, 2025, the Parties attended a full-day mediation before Judge Michael D. Mason (Ret.) of Mason ADR. Prior to the mediation, the Parties presented their positions and arguments in confidential submissions to Judge Mason. At the March 31, 2025, mediation the Parties were able to reach an agreement, which is memorialized in this agreement (“Settlement Agreement”).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against HNA and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiff and the Settlement Class (as defined below).

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING**

Plaintiff believes the claims asserted in the Litigation, as set forth in her Complaint, have merit. Plaintiff and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against HNA through motions practice, trial, and potential appeals. Plaintiff has also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions like this. Plaintiff also agrees to settle the case under

the following terms due to HNA's financial situation and questions regarding the availability of insurance coverage if there were to be a judgment against HNA. Proposed Settlement Class Counsel is highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel has determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

HNA denies each and all of the claims and contentions alleged against it in the Litigation. HNA also denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, HNA has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. HNA has considered the uncertainty and risks inherent in any litigation. HNA has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class; Proposed Settlement Class Counsel; and HNA that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

## 1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.3 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.4 “Complaint” means the operative Class Action Complaint, filed in the Litigation on June 7, 2024.

1.5 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing Notice to Settlement Class Members, locating Settlement Class Members, performing National Change of Address searches or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.6 “Court” means the Court of Common Pleas of Montgomery County, Pennsylvania.

1.7 “Cy Pres Designee” means an entity mutually agreed upon by the Parties and submitted to the Court in a subsequent filing who may receive unclaimed residual funds, as set forth

in Paragraph 8.6, subject to approval by the Court.

1.8 “Data Incident” means the data security incident affecting HNA which occurred on and around January 20, 2024.

1.9 “Defendant” or “HNA” means Hypertension-Nephrology Associates, P.C.

1.10 “Defendant’s Counsel” and “HNA’s Counsel” means Kristen Broz of Ballard Spahr LLP and Andrew Bonekemper of Fox Rothschild LLP.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 1.13 herein have occurred and been met.

1.12 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Proposed Settlement Class Counsel.

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Pa. Rule Civ. Pro. 1700, *et seq.*, and whether to enter a Final Approval Order and Judgment.

1.15 “Final Approval Order and Judgment” or “Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of Pa. R. Civ. P. 1700, *et seq.*, in all respects.

1.16 “Litigation” means the class action captioned *Patricia Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211, pending in the Court of Common Pleas of Montgomery County, Pennsylvania.

1.17 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.18 “Net Settlement Fund” refers to the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement Fund for (i) the Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Award; and (iv) Fee Award and Costs.

1.19 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

1.20 “Objection Date” means the date by which members of the Settlement Class must mail to Proposed Settlement Class Counsel and HNA’s Counsel or, in the alternative file with the

Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be forty-five (45) days after the Notice Commencement Date.

1.21 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be forty-five (45) days after the Notice Commencement Date.

1.22 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.23 “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Date.

1.24 “Plaintiff” and “Representative Plaintiff” mean Patricia Kidwell.

1.25 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit C** to this Settlement Agreement.

1.26 “Proposed Settlement Class Counsel” means Cafferty Clobes Meriwether & Sprengel LLP.

1.27 “Related Entities” means HNA’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors,

shareholders, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.28 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include

the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.29 “Released Persons” means HNA and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, shareholders, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.30 “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt-out” of the Settlement Class in the form and manner provided for in Section 4 of this Agreement.

1.31 “Service Award” means the amount of remuneration to be paid to the Class Representative in recognition of her efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 7.

1.32 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

1.33 “Settlement Administrator” means EAG Gulf Coast, LLC (“EisnerAmper”) a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

1.34 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring and Insurance Services, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.35 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.36 “Settlement Class” means all residents of the United States who were sent notice that their personal information potentially was accessed, stolen, or compromised as a result of the Data Incident. The Settlement Class specifically excludes: (i) HNA and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court’s staff and the Court’s immediate family members; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.37 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class who have not timely opted out of the Settlement.

1.38 “Settlement Distribution” means the process by which the Settlement Administrator will disburse the Net Settlement Fund to Settlement Class Members.

1.39 “Settlement Fund” means the sum of six-hundred-and-twenty-five-thousand Dollars and Zero Cents (\$625,000.00) paid by or on behalf of HNA, as specified in Paragraph 2.1. The amount of this non-reversionary settlement fund reflects the Parties’ consideration of the Defendant’s financial condition and questions concerning the applicability of insurance coverage to any final judgment against HNA.

1.40 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form pursuant to Paragraphs 2.2-2.4.

1.41 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.42 “Settling Parties” means, collectively, HNA and Plaintiff, individually and on behalf of the Settlement Class.

1.43 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date (as defined above)).

1.44 “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.45 “Unclaimed Funds” means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Costs, Taxes and Tax-Related Expenses, Credit Monitoring and Insurances Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Cash Awards, and any Subsequent Settlement Payment (described herein).

1.46 “Unknown Claims” means any of the Released Claims that HNA or Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons

that, if known by her, might have affected her settlement with, and release of, the Released Persons, or might have affected her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, HNA and representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

HNA, Settlement Class Members, including Representative Plaintiffs, any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but HNA Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.47 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.48 “Valid Claims” means Settlement Claims Form submitted by a Settlement Class Member that indicates the Settlement Class Member’s Settlement Benefits election and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

## **2. Settlement Benefits**

### **2.1 The Settlement Fund:**

- (a) HNA agrees to establish a Settlement Fund in the amount of six-hundred-and-twenty-five-thousand dollars (\$625,000.000). The amount of this non-reversionary Settlement Fund reflects the Parties’ consideration of the Defendant’s financial condition and questions concerning the availability of insurance coverage.
- (b) Within fourteen (14) days of the Preliminary Approval Order, HNA shall issue a payment in an amount sufficient to pay Costs of Settlement Administration into an interest-bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and HNA (the Settlement Fund). HNA shall issue a payment representing the remainder of the Settlement Fund within 14 days of the Effective Date. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified by this

paragraph shall be made within thirty (30) days after Defendant receives this information.

- (c) This Settlement Fund is the limit and extent of the monetary obligations of HNA, its respective predecessors, successors, assigns, parents, subsidiaries, affiliates, departments, and any and all of their past, present, or future officers, shareholders, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of the Litigation. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$625,000.00, inclusive of attorneys' fees, costs, and expenses.
- (d) The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

- (e) As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay the following: (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Award; (iv) Fee Award and Costs; and (v) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claim pursuant to the terms of this Settlement.

2.2 Settlement Payments. Each Settlement Class Member who submits a valid and timely Claim Form may qualify for one of the following:

- (a) Cash Award. Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a “Cash Award”). The amount of the Cash Award will be calculated in accordance with Paragraph 2.4(b).
- (b) Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) reasonable documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

2.3 Credit Monitoring and Insurance Services. Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of single-bureau Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 2.2. The CMIS will be provided by IDX. The CMIS will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit. The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) one bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution.

2.4 Distribution of Settlement Payments.

- (a) The Settlement Administrator will first apply the Net Settlement Fund to pay for CMIS claimed by a Settlement Class Member who submits a valid and timely Claim Form. If funds remain in the Net Settlement Fund after paying for the CMIS, the Settlement Administrator will next use the Net Settlement Fund to pay all Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the “Post Loss Payment Net Settlement Fund.”

- (b) The Settlement Administrator shall utilize the Post Loss Payment Net Settlement Fund to make all Cash Award payments pursuant to Paragraph 2.2(a). The amount of each Cash Award payment shall be calculated by dividing the Post Loss Payment Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award.

2.5 Business Practice Enhancements. Defendants have submitted to Proposed Settlement Class Counsel a declaration attesting to enhanced data security procedures put in place since the Data Incident. These security enhancements include upgrading all laptops and computers to Microsoft Windows 11 Professional, required multi-factor authentication for all remote access, replaced devices not capable of bitlocker encryption, required and documented updated HIPAA training for all HNA staff, and installed managed detection & response (“MDR”) software. The cost of these additional security measures totals approximately fifteen thousand dollars (\$15,000). None of the past or future costs associated with the development and implementation of these enhanced security procedures has been or will be paid by Plaintiff and no portion of the Settlement Fund is to be used for this purpose.

2.6 Confirmatory Discovery. HNA has provided or will provide reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and state of residence, the facts and circumstances of the Data Incident and HNA’s response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members’ Private Information.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under Paragraphs 3.3 and 3.4 and the Costs of Settlement Administration under Paragraph 8 shall be paid out of the Settlement Fund.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

### **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

3.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in the Court of Common Pleas of Montgomery County, Pennsylvania.

3.2. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and HNA's Counsel shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.8;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiff as Settlement Class Representative;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of EisnerAmper as the Settlement Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.3. The cost of providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Settlement

Administration shall be paid from the Settlement Fund. Fee Award and Costs for Settlement Class Counsel, and Service Award to Representative Plaintiff, as approved by the Court, shall also be paid from the Settlement Fund as set forth in Paragraphs 7.2, 7.3 and 7.4. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member List*: No later than seven (7) days after entry of the Preliminary Approval Order, HNA shall provide the Settlement Administrator with the name, email address (where available), and last known physical address of each Settlement Class Member (collectively, “Class Member List”) that HNA possesses.
  - The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List.
- b) *Settlement Website*: Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom HNA is in possession of an email address, via email to the email address provided to the Settlement Administrator by HNA;
- To all Settlement Class Members for whom HNA does not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by HNA. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short

Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and
- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and HNA shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be substantially completed within forty-five (45) days after entry of the Preliminary Approval Order.

3.5 Proposed Settlement Class Counsel and HNA counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### **4. Opt-Out or Request for Exclusion Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than forty-five (45) days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

## 5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number—*Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211 (Court of Common Pleas of Montgomery County, PA); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

5.2 To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than forty-five (45) days from the Notice Commencement Date, to the Settlement Administrator at a designated post office box, as well as to Proposed Settlement Class Counsel, Nickolas J. Hagman, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603; and HNA's Counsel, Kristen W. Broz, Ballard Spahr LLP, 1909 K Street, NW 12th Floor, Washington, DC 20006. The objector or his or her counsel may also file objections with the Court, with service on Proposed Settlement Class Counsel and HNA's Counsel. For all objections mailed to Proposed Settlement Class Counsel and HNA's Counsel that are not otherwise filed with the Court, Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraphs 5.1 and 5.2 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraphs 5.1 and 5.2. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, HNA, Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation,

except for enforcement of the Settlement Agreement. Any other claims or defenses HNA, Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel, may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither HNA nor its Related Parties shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

**7. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff**

7.1 Proposed Settlement Class Counsel may file a motion for the Fee Award and Costs to be paid from the Settlement Fund. The motion shall be filed at least fourteen (14) days before the Objection Date. Prior to the disbursement of the Fee Award and Costs under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Costs shall be paid by the Settlement Administrator, in the amount approved by the Court, within 30 days after the Effective Date.

7.2 Proposed Settlement Class Counsel will seek, and HNA agrees not to oppose, an order from the Court awarding up to one-third (33.3%) of the Settlement Fund (*e.g.*, \$208,333.33) to Proposed Settlement Class Counsel for attorneys' fees, in addition to the costs and expenses incurred in connection with the prosecution of this matter.

7.3 Proposed Settlement Class Counsel will also seek an order from the Court awarding two-thousand-five-hundred Dollars (\$2,500.00) in Service Award to Plaintiff Patricia Kidwell, to be paid from the Settlement Fund.

7.4 If awarded by the Court, the Settlement Administrator shall pay the Fee Award and Costs, and Service Award to Plaintiff, as set forth in Paragraphs 7.2 and 7.3, within thirty (30) days after the Effective Date. Service Award to Class Representative and the Fee Award and Costs will be wired to the Nickolas J. Hagman, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle St., Suite 3210, Chicago, IL 6063. Proposed Settlement Class Counsel shall thereafter distribute the award of Fee Award and Costs and Service Award.

7.5 The amount(s) of any award of Fee Award and Costs, and the Service Award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein, except as set forth in Paragraphs 1.15, 7.2, 7.3 and 7.4. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs, and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Settlement Administrator shall administer the Settlement Fund and Unclaimed Funds described in Paragraphs 2.1, 8.3, 8.5, and 8.6. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

8.2 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for CMIS benefits with enrollment instruction for the CMIS.

8.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (*i.e.*, the “Settlement Payment”) using the Settlement Class Member’s preferred method within twenty-one (21) days from the Effective Date.

8.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

8.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

8.6 To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class Members, a “Subsequent Settlement Payment” will be made on a pro rata basis to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Ten Dollars and No Cents (\$10.00). If the average Subsequent

Settlement Payment would be less than \$10.00, the remaining Net Settlement Fund will be used to extend for as long as possible the CMIS benefits claimed and utilized by Settlement Class Members. Any amount remaining in the Net Settlement Fund after said extension is accomplished (the “Unclaimed Fund”), if any, shall be distributed to the Cy Pres Designee.

8.7 Proposed Settlement Class Counsel and HNA’s Counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.9 No Person shall have any claim against the Settlement Administrator, claims referee, HNA, Proposed Settlement Class Counsel, Plaintiff, and/or HNA’s Counsel based on distributions of benefits to Settlement Class Members.

## **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by Paragraph 3.2;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in Paragraph 1.14.

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.4 unless Proposed Settlement Class Counsel and HNA's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to HNA's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraphs 6.1, 6.2, and 6.3 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs, and/or Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, HNA shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## 10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*,

collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between HNA and Plaintiff regarding the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between HNA and Plaintiff in connection with the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

| If to Plaintiff or Class Counsel:                                                                                                                                                                 | If to Defendant or Defendant's Counsel:                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nickolas J. Hagman<br><b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b><br>135 S. LaSalle, Suite 3210<br>Chicago, Illinois 60603<br>Phone: (312) 782-4880<br>Email: nhagman@caffertyclobes.com | Kristen W. Broz<br><b>Ballard Spahr LLP</b><br>1909 K Street, NW 12th Floor<br>Washington, DC 20006<br>Phone: (202) 661-7640<br>Email: brozk@ballardspahr.com |

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

10.13 All dollar amounts are in United States dollars (USD).

10.14 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this Settlement is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. If any Settlement Class Member does not submit a valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and HNA shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed by their duly authorized attorneys.

*Patricia Kidwell*

\_\_\_\_\_  
PATRICIA KIDWELL

*/s/ Nicholas J. Hagman*

Daniel O. Herrera

Nickolas J. Hagman

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

135 S. LaSalle, Suite 3210

Chicago, Illinois 60603

Phone: (312) 782-4880

dherrera@caffertyclobes.com

nhagman@caffertyclobes.com

*Attorneys for Plaintiff and the Putative Class*

AND

*[Signature]*  
By: President  
Its: President

*/s/ Kristen W. Broz*

Kristen W. Broz

**Ballard Spahr LLP**

1909 K Street, NW 12th Floor

Washington, DC 20006

Phone: (202) 661-7640

Email: brozk@ballardspahr.com

*Attorney for Defendant Hypertension-Nephrology Associates, P.C.*

## EXHIBIT A

HNA Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

Your Claim Form  
must be postmarked or  
submitted online no  
later than [deadline]

*Kidwell v. Hypertension Nephrology Associates, P.C. , Case No. 2024-15211*

## CLAIM FORM

**You are a member of the Settlement Class and eligible to submit a Claim Form if:**

You are a U.S. resident who was sent notice that their Private Information may have been accessed, stolen, or compromised as a result of the Data Incident.

The easiest way to submit a Claim is online at: [www.XXXXXXX.com](http://www.XXXXXXX.com), or you can complete and mail this Claim Form to the mailing address above.

## SETTLEMENT BENEFITS – WHAT YOU MAY GET

**You may submit a Claim for one or more of these benefits:**

**(1) Credit Monitoring.** Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services regardless of whether they also make a Claim for a Settlement Payment.

**AND ONE OF THE FOLLOWING:**

**(2) Cash Award.** If you are not submitting a Claim for Documented Losses, Settlement Class Members can elect to make a Claim for a Cash Award. No documentation is required to make this Claim. The amount of the Cash Award will be calculated by dividing the Post Loss Payment Net Settlement Fund (the Post Loss Payment Net Settlement Fund is what is remaining after payment of all approved Credit Monitoring and Documented Losses Claims, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses) by the total number of valid Claims that elect a Cash award.

**OR**

**(3) Documented Loss Payment.** All Settlement Class Members that do not elect a Cash Award may submit a Claim for a Settlement Payment up to \$5,000.00 per Settlement Class Member by submitting reasonable documentation of losses related to the Data Incident.

You will be required to submit reasonable documentation supporting the losses. This means documents that were created at the time of the loss 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, letters 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.

**Claims must be submitted online or mailed by [deadline].  
Use the address at the top of this form to mail your Claim Form.**

**QUESTIONS? VISIT [WWW.XXXXXXX.COM](http://WWW.XXXXXXX.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX**

YOUR INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID, if known

CASH AWARD

☐ Check this box if you wish to receive a Cash Award.

Cash Awards will be calculated by dividing the Post Loss Payment Net Settlement Fund (after payment of all approved Credit Monitoring and Documented Losses Claims, Settlement Administration costs, Service Awards, and Plaintiffs’ Counsel’s Fees and Expenses) by the total number of valid Claims electing the Cash Award.

DOCUMENTED LOSSESS

☐ Check this box if you are requesting compensation for **Documented Losses** up to a total of \$5,000.00. You cannot claim both a Cash Award and Documented Losses

**You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

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

| Description of Documentation Provided       | Amount | Date       |
|---------------------------------------------|--------|------------|
| Example: Receipt for credit repair services | \$100  | MM/DD/YYYY |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
|                                             |        |            |
| TOTAL AMOUNT CLAIMED:                       |        |            |

## CREDIT MONITORING

☐ Check this box if you wish to receive Credit Monitoring and Insurance Services.

Each Settlement Class Member may elect to receive two (2) years of single-bureau Credit Monitoring and Insurance Services provided by IDX regardless of whether they also make a Claim for a Settlement Payment. Class Members will have a period of 12 months to enroll in the Credit Monitoring service from the time their enrollment code is sent.

## PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

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

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

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided on this form.

## ATTESTATION & SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

QUESTIONS? VISIT [WWW.XXXXXXX.COM](http://WWW.XXXXXXX.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX

## **EXHIBIT B**

*Kidwell v. Hypertension-Nephrology Associates, P.C.*, Case No. 2024-15211  
Court of Common Pleas of Montgomery County, Pennsylvania

**If you were sent a notice that your Personal Information was potentially compromised in the Hypertension-Nephrology Associates, P.C. Data incident that occurred in January 2024, you may be entitled to benefits from a class action settlement.**

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

- A \$625,000 settlement has been reached in a class action lawsuit against Hypertension-Nephrology Associates, P.C. (“Defendant” or “HNA”) arising out of a data incident HNA experienced on or about January 20, 2024.
- You are part of the Settlement Class if you are a resident of the United States who was sent a notice of the Data Incident indicating that your Private Information may have been impacted in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit valid Claims may be able to recover a Settlement Payment:
  - **Credit Monitoring**: Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services regardless of whether they also make a claim for a Settlement Payment.

**AND EITHER:**

- **Cash Award**: You may claim a Cash Award. No documentation is required to make this claim.

**OR**

- **Documented Losses**: If you do not elect a Cash Award, you may claim up to \$5,000 by submitting reasonable documentation of losses related to the Data Incident.

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

| Your Legal Rights and Options    |                                                                                                                                                         | Deadline                                            |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>SUBMIT A CLAIM FORM</b>       | The only way to get Settlement benefits is to submit a Valid Claim.                                                                                     | <b>Submitted online or Postmarked by [deadline]</b> |
| <b>OPT OUT OF THE SETTLEMENT</b> | Get no Settlement Class Member benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.             | <b>Postmarked by [deadline]</b>                     |
| <b>OBJECT TO THE SETTLEMENT</b>  | 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. | <b>Postmarked by [deadline]</b>                     |

**Questions? Go to [website] or call [phone number]**

|                   |                                                                      |  |
|-------------------|----------------------------------------------------------------------|--|
| <b>DO NOTHING</b> | Get no Settlement Class Member benefits. Be bound by the Settlement. |  |
|-------------------|----------------------------------------------------------------------|--|

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement Class Member Benefits unless the Court approves the Settlement, and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211, Court of Common Pleas of Montgomery County, Pennsylvania (the “Action”). The person who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, Hypertension-Nephrology Associates, P.C., is called the “Defendant.”

### 2. What is this lawsuit about?

Plaintiff filed this lawsuit against HNA. Plaintiff alleges that on January 20, 2024, HNA experienced a ransomware attack in which a criminal group accessed HNA’s computer systems and potentially compromised individuals’ personally identifiable information and private health information (“Private Information”) belonging to current and former patients (“Data Incident”).

HNA denies these allegations and denies any wrongdoing or liability whatsoever. The Court has not decided who is right. Instead, Plaintiff and HNA have agreed to a settlement to avoid the risk, cost, and time of further litigation.

### 3. What is a class action?

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

The proposed Class Representative in this lawsuit is Plaintiff Patricia Kidwell.

### 4. Why is there a Settlement?

Plaintiff and Defendant do not agree about the legal claims made in the lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiff or Defendant. Instead, Plaintiff

and Defendant have agreed to settle the lawsuit. The Class Representative believes the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the lawsuit.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

Settlement Class means all residents of the United States who were sent notice that their personal information was accessed, stolen, or compromised as a result of the Data Incident.

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

Yes. The Settlement Class specifically excludes: (1) HNA and its respective officers and directors; (2) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (3) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court's staff and the Court's immediate family members; and (4) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting 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 the Settlement Website at [website], call the Settlement Administrator's toll-free telephone number at [phone number], or send an email to [email address].

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member you may timely submit a valid Claim for either a Cash Award or a Documented Loss Payment:

#### **(1) Cash Award:**

You may elect to receive Cash Award. No documentation is required to make this Claim. The amount of the Cash Award will be calculated by dividing the Post Loss Payment Net Settlement Fund (the Post Loss Payment Net Settlement Fund is what is remaining after payment of all approved Credit Monitoring and Documented Losses Claims, Settlement Administration costs, Service Awards, and Plaintiff's Counsel's Fees and Expenses) by the total number of valid Claims that elect a Cash award.

#### **(2) Documented Loss Payment:**

All Settlement Class Members that do not elect a Cash Award may submit a Claim for a Settlement Payment up to \$5,000.00 per Settlement Class Member by submitting reasonable documentation of losses related to the Data Incident.

**Questions? Go to [website] or call [phone number]**

You will be required to submit reasonable documentation supporting the losses. This means documents that were created at the time of the loss 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, letters 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.

In addition, each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services regardless of whether they also make a Claim for a Settlement Payment.

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

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement Section 1.28 describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [website] or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

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

To receive any of the benefits described in Question 8, you must submit a valid Claim, **postmarked** or **submitted online** by [deadline]. Claim Forms may be submitted online at [website] or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling [phone number] or by writing to:

HNA Data Incident Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by [deadline].**

**Questions? Go to [website] or call [phone number]**

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling [phone number], by writing to [email address], or to:

HNA Data Incident Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

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

It may take time for the Settlement to be approved and become final. Please be patient and check [website] for updates.

14. How will I receive my payment?

If you submit a valid Claim on time, and the Settlement and your Claim is approved, you will receive payment using the method you choose, either an electronic payment or a paper check. Several electronic payment options will be available, or you can choose to receive a check by mail. Make sure to provide a current and complete email address. If you choose a paper check, it will be sent to the physical address you include on your Claim Form.

## THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 33.33% of the \$625,000 Settlement Fund, plus reimbursement of costs. The Court may award less than the amount requested. Class Counsel will also request approval of a Service Award in an amount not to exceed \$2,500 for the Class Representative. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, costs, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Costs, and Service Award will be made available on the Settlement Website at [website] before the deadline for you to object to or opt out of the Settlement.

Questions? Go to [website] or call [phone number]

## OPTING OUT OF THE SETTLEMENT

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

### 17. How do I opt out of the Settlement?

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

- (1) Your full name, mailing address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

The opt out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked no later than [deadline]**:

HNA Data Incident Settlement Administrator  
Exclusions  
P.O. Box XXXX  
Baton Rouge, LA 70821

**You cannot opt out by telephone or by email.**

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

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

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

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

## OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Costs.

To object, you must file a timely, written objection stating that you object in *Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211 (Court of Common Pleas of

**Questions? Go to [website] or call [phone number]**

Montgomery County, PA). If your objection is submitted by mail, it must be **postmarked by [deadline]**.

The objection must also include all of the following information:

- (1) Your full name, mailing address, telephone number, and email address (if any);
- (2) The case name and docket number—*Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211 (Court of Common Pleas of Montgomery County, PA)
- (3) A written statement of all grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
- (4) The identity of any and all counsel representing you in connection with the objection;
- (5) A statement whether you and/or your counsel will appear at the Final Fairness Hearing, and;
- (6) Your signature or the signature of the your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be filed with the Court by **[deadline]**, with copies to the following address:

| Class Counsel                                                                                                                           | Defendant’s Counsel                                                                                       | Settlement Administrator                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Nickolas J. Hagman<br><b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b> ,<br>135 S. LaSalle Street, Suite 3210,<br>Chicago, IL 60603 | Kristen W. Broz<br><b>Ballard Spahr LLP</b> ,<br>1909 K Street, NW 12th<br>Floor, Washington, DC<br>20006 | HNA Data Incident Settlement<br>Administrator<br>P.O. Box XXXX<br>Baton Rouge, LA 70821 |

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

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

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

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **[date]**, at **[time]** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Questions? Go to **[website]** or call **[phone number]**

**Note:** The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at [website].

23. Do I have to attend to 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 mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

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

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

## IF YOU DO NOTHING

25. What happens if I do nothing at all?

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

## GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [website], by calling [phone number], by writing to [email address] or:

HNA Data Incident Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

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

**Questions? Go to [website] or call [phone number]**

## EXHIBIT C

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA

PATRICIA KIDWELL, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement and Release between Plaintiff Patricia Kidwell ("Plaintiff") and Defendant Hypertension Nephrology-Nephrology Associates, P.C. ("HNA" or "Defendant") (collectively the "Parties"), with accompanying exhibits, attached as **Exhibit 1** to the Motion (the "Settlement Agreement").<sup>1</sup>

Having fully considered the issues, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

**All residents of the United States who were sent notice that their personal information was potentially accessed, stolen, or compromised as a result of the Data Incident.**

Specifically excluded from the Settlement Class are (i) HNA and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from

---

<sup>1</sup> All defined terms in this Order ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court's staff and the Court's immediate family members; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Pa. R. Civ. P. 1712, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 1702. Specifically, the Court finds for settlement purposes that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) that Plaintiff and Settlement Class Counsel will adequately protect the interests of the Settlement Class; and (5) that the Class Action provides a fair and efficient method for adjudication of the controversy.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff will likely satisfy the requirements of Rule 1709 and should be appointed as the Class Representative. Additionally, the Court finds that Cafferty Clobes Meriwether & Sprengel LLP likely satisfy the requirements of Rule 1709 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their

claims, the opinions of competent and highly experienced Settlement Class Counsel, the substantial informal discovery and information exchange undertaken by the Parties, the effectiveness of the proposed method for distributing relief to the Settlement Class, and the reaction of the Settlement Class, as required by Rule 1714 and applicable case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction over this matter and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. in Courtroom \_\_\_\_ of the Court of Common Pleas of Montgomery County, Pennsylvania located at 2 E. Airy Street, 2nd Floor Norristown, PA 19404, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Pa. R. Civ. P. 1702; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Pa. R. Civ. P. 1714; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves from the Settlement should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representative for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints EAG Gulf Coast, LLC ("EisnerAmper") as the Settlement Administrator, with responsibility for Class Notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and D** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Pa. R. Civ. P. 1712; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner

provided in the Notice. The written notice must clearly manifest a person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than forty-five (45) days from the Notice Commencement Date, and as stated in the Notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator, Class Counsel, and counsel for Defendant at the addresses indicated in the Long Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name and address; (ii) the case name and docket number—*Kidwell v. Hypertension Nephrology Associates, P.C.*, Case No. 2024-15211 (Court of Common Pleas of Montgomery County, PA); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable

and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Paragraph 5.1 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures

specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if not all conditions specified in Paragraph 9.1 of the Settlement Agreement are satisfied. In such event, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

If Defendant voids the Settlement Agreement according to its terms, Defendant will be obligated to pay all settlement expenses already incurred through the date of termination, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

14. **Use of Order.** In the event the Final Order and Judgment is not entered or there is no Effective Date, this Preliminary Approval Order shall be of no force or effect and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used

as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

**SETTLEMENT TIMELINE**

| <b>Action</b>                                                 | <b>Deadline</b>                                       |
|---------------------------------------------------------------|-------------------------------------------------------|
| Notice Commencement Date                                      | 30 days after entry of the Preliminary Approval Order |
| File Motion for Attorneys' Fees, Expenses, and Service Awards | 14 days prior to Opt-Out deadline                     |
| Objection Deadline                                            | 45 days after Notice Commencement Date                |
| Opt-Out Deadline                                              | 45 days after Notice Commencement Date                |

|                           |                                                   |
|---------------------------|---------------------------------------------------|
| Claims Deadline           | 90 days after the Notice Commencement Date        |
| Motion for Final Approval | 14 days before Final Approval Hearing             |
| Final Approval Hearing    | More than 100 days after Notice Commencement Date |

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Hon.

## **EXHIBIT D**

Court-Approved Legal Notice

**If you were sent a notice that your Personal Information was potentially compromised in the Hypertension-Nephrology Associates, P.C. Data incident that occurred in January 2024, you may be entitled to benefits from a class action settlement.**

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

A \$625,000 settlement has been reached in a class action lawsuit against Hypertension-Nephrology Associates, P.C. (“HNA”) arising out of a data incident HNA experienced on or about January 20, 2024, where an unauthorized third party accessed HNA’s computer systems and potentially compromised individuals’ personally identifiable information and private health information (collectively, “Private Information”). HNA denies the allegations.

**Who is Included?** You are part of the Settlement Class if you were sent a notice indicating that your Private Information may have been impacted by the Data Incident.

**What does the Settlement Provide?** Each Settlement Class Member who submits a valid and timely Claim Form may qualify for either a Cash Award or a Documented Loss Payment.

**Cash Award:** You may claim a Cash Award. No documentation is required to make this claim.

**Documented Losses:** If you do not elect a Cash Award, you may claim up to \$5,000 by submitting reasonable documentation of losses related to the Data Incident.

In addition, each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services regardless of whether they also make a claim for a Settlement Payment.

You must file a Claim Form to receive payment or other benefit as part of the Settlement. For all benefits, you can file a claim online or download a Claim Form at [\[website\]](#) and mail it to the Settlement Administrator, or you may call [\[phone number\]](#) and ask that a Claim Form be mailed to you. The deadline to submit a claim is **[deadline]**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **[deadline]**. If you want to stay in the Settlement, you can object by **[deadline]**. To learn how to exclude yourself or object, visit [\[website\]](#) or call the toll-free number [\[phone number\]](#) for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **[date]** at **[time]** to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees up to 33.33% of the \$625,000 Settlement Fund, plus costs, and service award for Class Representatives. You or your own lawyer,

if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

**This notice is a summary. For more information, call or visit the website below.**

Learn more about the Settlement at [\[website\]](#) or by calling toll free [\[phone number\]](#)

## EXHIBIT 2

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA**

PATRICIA KIDWELL, individually, and  
on behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**DECLARATION OF RYAN ALDRIDGE REGARDING PROPOSED NOTICE PLAN  
AND ADMINISTRATION**

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

1. I am a Partner with the proposed Settlement Administrator, Eisner Advisory Group, LLC (“EAG” or “EisnerAmper”),<sup>1</sup> a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. We were asked by Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the “Action”).<sup>2</sup> The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability,

---

<sup>1</sup> As of May 21, 2023, the directors & employees of Postlethwaite & Netterville, APAC (“P&N”) joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

<sup>2</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

3. EisnerAmper and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with next-generation firewalls, DMZ, and 24/7 Intrusion Detection & Prevention services. System patching and vulnerability remediation are fully automated. User access rights are assigned under the Principle of Least Privilege with enforcement via zero trust micro-segmentation, strict group access permissions, and disabled local administrator rights. All remote connections require multifactor authentication. All internal data is encrypted using TLS 1.3 in transit, and AES256 or higher at rest. The Technology and Human Resources teams maintain a direct connection between the network access management system and HR system, so user provisioning/deprovisioning for new hires and terminations is automatic. All users receive mandatory Information Security and Social Engineering training on an annual basis.

## OVERVIEW

4. Based on our review of the Settlement Agreement, the Settlement Class is defined as follows:

“Settlement Class” means all residents of the United States who were sent notice that their personal information potentially was accessed, stolen, or compromised as a result of the Data Incident.

Excluded from the Settlement Class are: (1) HNA and its respective officers and directors; (2) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (3) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court’s staff and the Court’s immediate family members; and (4) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge. The Class consists of 39,491 HNA patients who were exposed in the incident.

5. This Declaration will describe the Notice Plan (“Notice Plan”) proposed in this Action, which includes direct notice and has been designed using methods accepted by the courts.

### **PROPOSED NOTICE PLAN**

6. Class Counsel has informed us that the estimated total size of the Settlement Class is approximately 39,491 individuals. In order to obtain the pertinent contact details of Class Members, it has been communicated that upon preliminary approval of the Settlement Agreement, Defendant will produce a list of all records comprising of, to the extent available, the names, addresses, and email addresses for each Settlement Class Member (the “Class Notice List”).

#### **Direct Notice**

7. Upon the Courts order preliminarily approving the settlement, EAG will review the Class Notice List for duplicates and other possible discrepancies. Following the review of the Class Notice List, the proposed Notice Plan provides that individual notice be sent via email (“Email Notice”) to all Class Members with a facially valid email address, and by postal mail (“Postcard Notice”) to all Settlement Class Members for whom HNA does not have in its possession a valid email address (including email addresses that were returned as undeliverable).

8. Email Notice will be sent to all known Settlement Class Members for whom a facially valid email address has been provided by Defendant. The Email Notice, in substantially similar form to the Short Form Notice attached as Exhibit D of the Settlement Agreement, will be created using embedded html text format to provide an easy-to-read format without tables, graphs or other content that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, EAG diligently follows email best practices including “unsubscribe” links, Administrator contact information, and maintaining multiple IP addresses with strong sender reputations.<sup>3</sup>

---

<sup>3</sup> ISP’s assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce

9. Prior to sending, emails are put through a hygiene and verification process to protect the integrity of the email campaign and maximize deliverability. Steps include deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Emails that pass the hygiene and verification process will be batched into small groups to decrease the likelihood of them being erroneously flagged as bulk junk email. EAG will track and report to the court all email delivery attempts. If an item is returned as undeliverable, commonly referred to as a “bounce,” the reason is noted. If the email address is noted as non-existent as attempted, this is referred to as a “hard bounce,” and no additional attempts to deliver the Email Notice to that email address will be made. Responses where the inbox is full, the attempt is initially blocked or deferred by the ISP, or any other circumstances that prevent delivery are referred to as “soft” bounces. To limit the number of undelivered emails as a result of soft bounces, EAG will continue to attempt to re-send to emails receiving a soft-bounce for a period of 72-hours. If the email is not able to be delivered after 72-hours, the email will be deemed undeliverable and no additional attempts will be made to that email address.

10. The Postcard Notice, in substantially the same form as Exhibit D to the Settlement Agreement, will be mailed by United States Postal Service (“USPS”) First Class Mail to Class Members for whom an email is returned undeliverable or there is no available email address. Prior to initiating the Postcard Notice, EAG will run the mailing addresses through the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class Member address information is up-to-date and accurately formatted for mailing.<sup>4</sup> In addition, the addresses

---

back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

<sup>4</sup> The NOCA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Should NCOA provide a more current mailing address for a Settlement Class Member, EAG will update the address accordingly. If a Postcard Notice is returned with forwarding address information, EAG will re-mail to the forwarded address. For all Postcard Notices that are returned as undeliverable, EAG will use standard skip-tracing to obtain forwarding address information and, if skip-tracing provides a different mailing address, EAG will re-mail the Postcard Notice to the address identified by the skip-trace.

### **Settlement Website**

11. EAG will create and maintain a website, [www.HNAdatasettlement.com](http://www.HNAdatasettlement.com), dedicated to this Settlement (“Settlement Website”). The Settlement Website address will be prominently included in Short and Long Form Notices (collectively, the “Notices”). The Notices, along with other relevant documents such as the Settlement Agreement and the Preliminary Approval Order, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also provide the ability to file claims electronically, and will include relevant dates, answers to frequently asked questions, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information.

### **Dedicated Toll-Free Hotline**

12. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

### **Requests for Exclusion**

13. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box (“PO Box”) that we will maintain.

We will monitor all mail delivered to that PO Box and will track all exclusion requests received, which will be provided to the Parties.

### **NOTICE AND ADMINISTRATION COSTS**

14. We estimate \$67,907 in fees and costs to implement the proposed Notice Plan and administer the settlement, including \$18,270 in postage costs.

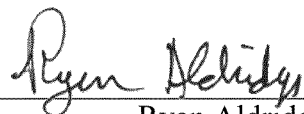
### **CONCLUSION**

15. The proposed Notice Plan encompasses individualized direct notice to all members of the Class who can be identified through reasonable efforts, and the notices are written in accordance with the principals of plain language guidance.

16. It is my opinion, based on my expertise and experience and that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Pa. R. Civ. P. 1712, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.<sup>5</sup>

### **CERTIFICATION**

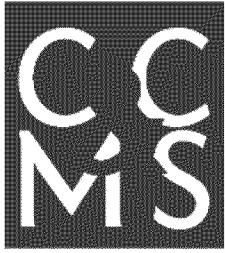
I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 30th day of July 2025, in Baton Rouge, Louisiana.

  
\_\_\_\_\_  
Ryan Aldridge

---

<sup>5</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

## EXHIBIT 3



# Cafferty Clobes Meriwether & Sprengel<sup>LLP</sup>



*Successful Solutions for Complex Litigation*



## Firm Overview

---

Cafferty Clobes Meriwether & Sprengel LLP combines the talents of attorneys with a wide range of experience in complex civil litigation. The skill and experience of CCMS attorneys has been recognized on repeated occasions by courts that have appointed these attorneys to major positions in complex multidistrict or consolidated litigation. As the representative sampling of cases listed below demonstrates, these attorneys have taken a leading role in numerous important actions on behalf of investors, employees, consumers, businesses and others. In addition, CCMS attorneys are currently involved in a number of pending class actions, as described on the Firm's web page.

## Data Breach Class Actions

---

- ***Hough v. Navistar, Inc., No. 20-cv-00063 (D. Colo.)***  
CCMS served as co-lead counsel in action arising out of a data breach of Navistar's computer systems that resulted in a settlement that provided \$1.25 million to affected current and former employees, as well as significant non-monetary compensation.
- ***Rentschler et al. v. Atlantic General Hospital (D. Md.)***  
CCMS appointed co-lead in class action arising out of a data breach at the Atlantic General Hospital which compromised private information belonging to 136,981 individuals. CCMS and co-lead counsel successfully negotiated a settlement that provided \$2.25 million in monetary compensation for damages, identity theft protection services, and defendant's promise to implement cybersecurity changes.
- ***In re Kannact, Inc. Data Security Incident (D. Or.)***  
CCMS appointed co-lead in class action arising out of a data breach incident at Kannact, Inc. which compromised private information belonging to 109,210 individuals. CCMS and co-lead successfully negotiated a \$700,000 settlement that provided monetary compensation to victims, identity theft protection services, and guarantees of cybersecurity changes at Kannact.

- ***Mikulecky et al. v. Lutheran Social Services (Cir. Ct. Cook Cty., IL)***  
CCMS worked as plaintiffs' counsel in class action arising from a data breach at Lutheran Social Services of Illinois, involving 184,183 victims, that was resolved through a \$1.35 million settlement that provided monetary compensation to victims.
- ***Cornell v. Michigan Avenue Immediate Care (N.D. Ill.)***  
CCMS served as plaintiffs' counsel in class action arising out of a data breach incident at Michigan Avenue Immediate Care, which involved 144,104 victims, and successfully negotiated a settlement that provided \$850,000 in compensation to the victims.
- ***Sherma et al. v. Accutech Systems Corp. (Cir. Ct. Delaware Cty., IN)***  
CCMS appointed co-lead counsel in class action arising out of a data breach incident at Accutech in which the private information of 106,078 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Accutech agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside implementing more robust cybersecurity measures.
- ***Woods et al. v. Albany ENT & Allergy Servs. (Sup. Ct. Albany Cty, N.Y.)***  
CCMS appointed co-lead counsel in action arising out of breach of Albany ENT's computer systems in which the private information of 224,486 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Albany ENT agreed to compensate victims for up to \$7,500 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside instituting more stringent cybersecurity measures.
- ***In re California Pizza Kitchen Data Breach (C.D. Cal.)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the California Pizza Kitchen in which the private information of 103,767 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which California Pizza Kitchen agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services as well as implementing major improvements to its cybersecurity measures.

- ***Smith et al v. Hawaii Federal Credit Union (1st Cir. Ct., HI)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Hawaii Federal Credit Union in which the private information of 21,411 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which the Hawaii Federal Credit Union agreed to compensate victims for up to \$4,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Spencer et al v. Aloha Nursing Rehab Centre (1st Cir. Ct., HI)***  
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Aloha Nursing Rehab Center in which the private information of 20,599 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Defendant agreed to compensate victims for up to \$2,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Gates v. Western Washington Medical Group (Dist. Ct. Snohomish Cty., WA)***  
CCMS appointed co-lead in class action arising out of data breach at the Western Washington Medical Group.
- ***Wilkins et al v. Mulkey Cardiology Consults. (Sup. Ct. Bergen Cty., NJ)***  
CCMS appointed co-lead in class action arising out of data breach at Mulkey Cardiology Consultants.
- ***In Re Francesca's Acquisition LLC Data Security Breach Litigation (S.D. Tex.)***  
CCMS appointed co-lead in class action arising out of data breach incident at Francesca's Acquisition LLC.
- ***Martemucci et al v. Peachtree Orthopaedic Clinic (Sup. Ct. Forsyth Cty., GA)***  
CCMS appointed co-lead in class action arising out of data breach incident at the Peachtree Orthopaedic Clinic.
- ***In re Movelt Customer Data Security Breach Litigation (MDL 3083) (D. Mass.)***  
CCMS representing plaintiffs in the *Movelt* MDL, which has been described as the largest data breach in history.



- ***Israel v. Medical Management Resource Group (D. Ariz.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Medical Management Resource Group.
- ***Bracy et al v. Americold Logistics, LLC (D. Georgia)***  
CCMS representing plaintiff in class action arising from data breach incident at Americold Logistics, LLC.
- ***Clauson et al v. Arrowhead Regional Computing Consortium (D. Minn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Arrowhead Regional Computing Consortium.
- ***Quaife et al v. Brady, Martz, & Associates, P.C. (D. N.D.)***  
CCMS representing plaintiff in class action arising from data breach incident at Brady, Martz, and Associates.
- ***Stroup et al v. Cardiovascular Consultants (Sup. Ct. Maricopa Cty., AZ)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Cardiovascular Consultants.
- ***Cahill et al v. Memorial Heart Institute, LLC (E.D. Tenn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Memorial Heart Institute.
- ***In re: Clarke County Hospital (Dist. Ct. Clarke Cty., IA)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Clarke County Hospital.
- ***Francis v. Continuum Health Alliance (D. N.J.)***  
CCMS representing plaintiff in class action arising from data breach incident at Continuum Health Alliance.
- ***Cortrecht v. DePauw University (Cir. Ct. Putnam Cty., IN)***  
CCMS representing plaintiffs in class action arising from data breach incident at DePauw University.
- ***Rogers et al v. Des Moines Orthopaedic Surgeons (Dist. Ct. Dallas Cty., IA)***  
CCMS representing plaintiff in class action arising from data breach incident at the Des Moines Orthopaedic Surgeons.



- ***Powers et al. Eastern Radiologists, Inc. (E.D.N.C.)***  
CCMS representing plaintiff in class action arising from data breach incident at Eastern Radiologists.
- ***In re Emmanuel College Data Security Incident (D. Mass.)***  
CCMS representing plaintiff in class action arising from data breach incident at Emmanuel College.
- ***Martinez v. Earnest Health, Inc. (N.D. Tex.)***  
CCMS representing plaintiff in class action arising from data breach incident at Earnest Health.
- ***Jenich et al v. Group Health Cooperative of South Central Wisconsin (W.D. Wis.)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Group Health Cooperative of South Central Wisconsin.
- ***Hood v. Educational Computer Systems, Inc. (W.D. Penn.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Educational Computer Systems, Inc.
- ***Matney v. Kansas Joint & Spine Specialists (D. Kan.)***  
CCMS representing plaintiff in class action arising from data breach incident at Kansas Joint & Spine Specialists.
- ***In re Keenan & Associates Data Breach (C.D. Cal.)***  
CCMS representing plaintiff in class action arising from data breach incident at Keenan & Associates.
- ***Unsworth v. Lewis and Clark College (D. Or.)***  
CCMS representing plaintiff in class action arising from data breach incident at Lewis & Clark College.
- ***In re McPherson Hospital Data Security Litigation (Dist. Ct. McPherson Cty., KS)***  
CCMS representing plaintiffs in class action arising from data breach incident at the McPherson Hospital.



- ***In re Purfoods, Inc. Data Security Litigation (S.D. Iowa)***  
CCMS representing plaintiffs in class action arising from data breach incident at Purfoods/Mom's Meals.
- ***In re Morrison Community Hospital Data Breach (Cir. Ct. Whiteside Cty., IL)***  
CCMS representing plaintiffs in class action arising from data breach incident at the Morrison Community Hospital.
- ***In re Mount Desert Island Hospital Data Security Incident Litigation (Cumberland Cty. Sta. Ct., ME)***  
CCMS representing plaintiff in class action arising from data breach incident at the Mount Desert Island Hospital.
- ***Oche v. National Math and Science Initiative (Sup. Ct. Kings Cty., NY)***  
CCMS representing plaintiff in class action arising from data breach incident at the National Math and Science Center.
- ***Corbett v. Northeast Orthopedics and Sports Medicine (Sup. Ct. Rockland Cty., NY)***  
CCMS representing plaintiffs in class action arising from data breach incident at Northeast Orthopedics and Sports Medicine.
- ***Salerno v. OrthoConnecticut (Sup. Ct. Fairfield Dist., CT)***  
CCMS representing plaintiff in class action arising from data breach incident at OrthoConnecticut.
- ***Fields v. Otolaryngology Associates (Cir. Ct. Hamilton Cty., IN)***  
CCMS representing plaintiff in class action arising from data breach incident at Otolaryngology Associates.
- ***Hardy v. Pacific Guardian Life Insurance Co. (D. Haw.)***  
CCMS representing plaintiff in class action arising from data breach incident at the Pacific Guardian Life Insurance Company.
- ***Henderson et al v. Reventics et al (D. Colo.)***  
CCMS representing plaintiff in class action arising from data breach incident at Reventics.

## Consumer Class Actions

---

- ***Nielsen v. Walt Disney Parks and Resorts, Inc.*, No. 21-cv-2055 (C.D. Cal.)**  
CCMS served appointed as co-lead Class Counsel in an action brought on behalf of consumers who purchased certain annual passes for Disney's California theme parks, but were not able to use the passes as advertised. The efforts of the firm and co-lead counsel resulted in a \$9.5 million settlement to reimburse individuals who purchased the passes.
- ***Skeen v. BMW of N. Amer., LLC*, No. 13-cv-1531 (D.N.J.)**  
CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper vehicles that contained a latent defect in the engine that caused premature failure. Following discovery and mediation, the parties reached a settlement on behalf of vehicle owners nationwide. The efforts of the firm and co-lead counsel resulted in a settlement to significantly extend warranties, and reimburse vehicle owners for tens of millions of dollars in out-of-pocket expenses for repair and/or replacement.
- ***Ponzo v. Watts Regulator Company*, No. 1:14-cv-14080 (D. Mass.);  
*Klug v. Watts Regulator Company*, No. 15-cv-00061 (D. Neb.)**  
These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and "Floodsafe" branded connectors. Plaintiffs alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members' homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides \$14 million to affected homeowners.
- ***Barrett v. Apple Inc., et al.*, No. 5:20-cv-04812 (N.D. Cal.)**  
CCMS investigated, originated and filed the first consumer class action seeking a remedy for consumers who were tricked by scammers into purchasing Apple gift cards. The firm and its co-lead counsel resulted in a \$35 million settlement for victims of these scams.
- ***Bromley v. SXSW LLC*, No. 20-cv-439 (W.D. Tex.)**  
CCMS served as co-lead counsel, and secured an uncapped settlement entitling class members to refunds in connection with a canceled festival.
- ***Traxler v. PPG Industries, Inc.*, No. 15-cv-00912 (N.D. Ohio)**



CCMS served as lead counsel in this action challenging defective deck resurfacing products, that peeled, cracked, and damaged the surfaces to which they were applied. The parties reached a settlement on behalf of a nationwide class that provides \$6.5 million to homeowners.

- ***In re Apple iPhone/iPod Warranty Litig., No. 3:10-cv-01610 (N.D. Cal.)***  
Challenging Apple's policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a \$53 million settlement of the state and federal cases.
- ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liability Litig., MDL No. 2672 (N.D. Cal.)***  
CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.
- ***In re Takata Airbag Prod. Liability Litig., MDL No. 2599 (S.D. Fla.)***  
CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.
- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig., MDL No. 2818 (E.D. Mich.)***  
CCMS filed the first class action seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system results in total system failure, necessitating significant repairs. On April 11, 2018, the Court appointed CCMS co-lead counsel.
- ***Squires et al., v. Toyota Motor Corp., et al., No. 18-cv-00138 (E.D. Tex.)***  
CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius

vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions.

- ***Gonzalez, et al., v. Mazda Motor Corp., et al., No. 16-cv-2087 (N.D. Cal.)***  
CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.
- ***Albright v. The Sherwin-Williams Co., No. 17-cv-02513 (N.D. Ohio)***  
CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege defendants have breached express and implied warranties, and violated the consumer protection statutes of various states.
- ***Anderson v. Behr Process Corp., No. 1:17-cv-08735 (N.D. Ill.)***  
CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After months of mediation and negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate them for damage to their decks and the costs of restoring and repairing the same.
- ***Bergman v. DAP Products, Inc., No. 14-cv-03205 (D. Md.)***  
CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of “XHose” garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.
- ***In re Midway Moving & Storage, Inc.’s Charges to Residential Customers, No. 03 CH 16091 (Cir. Ct. Cook Cty., Ill.)***  
A class action on behalf of customers of Illinois’ largest moving company. A litigation class was certified and upheld on appeal. *Ramirez v. Midway Moving and Storage, Inc.*, 880 N.E.2d 653 (Ill. App. 2007). The case settled on a class-wide basis. The court stated that CCMS is “highly experienced

in complex and class action litigation, vigorously prosecuted the Class' claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages."

- ***Walter Cwietniewicz d/b/a Ellis Pharmacy, et al. v. Aetna U.S. Healthcare*, June Term, 1998, No. 423 (Pa. Common Pleas)**

On May 25, 2006, the court granted final approval to a settlement of a class action brought on behalf of pharmacies that participated in U.S. Healthcare's capitation program seeking to recover certain required semi-annual payments. At the final approval hearing, the court found that "this particular case was as hard-fought as any that I have participated in" and with respect to the Class's reaction to the settlement achieved as a result of our firm's work: ". . . a good job, and the reason there should be no objection, they should be very very happy with what you have done."

- ***Davitt v. American Honda Motor Co., Inc.*, No. 13-cv-381 (D.N.J.)**

CCMS served as plaintiffs' counsel in a class action on behalf of owners of 2007-09 Honda CRV vehicles that suffered from a defect that predisposed the door-locking mechanisms to premature failure. Following extensive dismissal briefing, discovery and mediation, the parties reached a global settlement that provided class members with extended warranty coverage and reimbursement of out-of-pocket expenses.

- ***Sabol v. Ford Motor Company*, No. 2:14-cv-06654 (E.D. Pa.)**

CCMS served as Lead Counsel in this class case on behalf of owners of various model 2010-2015 Ford, Volvo and Land Rover vehicles allegedly including a defect in certain Ecoboost engines. Defendant claimed it addressed and repaired the problem through a series of recalls and repairs. After briefing summary judgment and class certification, and several years of hard fought litigation, including substantial discovery, the parties entered into a settlement providing substantial monetary and other relief.

- ***Lax v. Toyota Motor Corp.*, No. 14-cv-1490 (N.D. Cal.)**

CCMS served as class counsel in an action brought on behalf of owners of certain Toyota-brand vehicles that contained a defect that caused vehicles to consume oil at accelerated rates, often resulting in catastrophic engine failure. Following extensive discovery and mediation, the parties reached a private settlement following Toyota's implementation of an extended warranty and reimbursement program for affected vehicles. ECF No. 82.

# Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig.*, No. 19-cv-01222 (D. Minn.)**  
CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market.
- ***In re Deutsche Bank Spoofing Litig.*, No. 20-cv-03638 (N.D. Ill.)**  
CCMS serves as interim co-lead counsel in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.
- ***In re Libor-Based Financial Instruments*, No. 11-md-2262 (S.D.N.Y)**  
CCMS serves as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.
- ***Hershey/Kohen v. Pacific Investment Management Co. LLC*, No. 05 C 4681 (N.D. Ill.)**  
As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a \$118 million settlement for the class.
- ***In re Crude Oil Commodity Futures Litig.*, No. 11-cv-03600 (S.D.N.Y.)**  
As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a \$16.5 million settlement for the class.
- ***In re Foreign Exchange Benchmark Rates Antitrust Litig.*, 13-cv-7789 (S.D.N.Y.)**  
As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than \$2 billion in settlements for the class.

- ***In re Sumitomo Copper Litig.*, 96 Civ. 4584(MP) (S.D.N.Y.)**  
As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating \$134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).
- ***In re Soybean Futures Litig.*, No. 89 C 7009 (N.D. Ill.)**  
As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a \$21.5 million settlement.
- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc.*, No. 1:02-cv-05893 (N.D. Ill.)**  
Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately \$1.6 billion.
- ***In re Kaiser Group International*, Case No. 00-2263 (Bankr. D. Del.)**  
On December 7, 2005, Chief Judge Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware granted final approval to a settlement that produced 175,000 shares of common stock for a class of former shareholders of ICT Spectrum Constructors, Inc. (a company that merged with ICF Kaiser Group International and ICF Kaiser Advanced Technology in 1998). The settlement followed Judge Joseph J. Farnan's ruling which upheld the Bankruptcy Court's decision to award common stock of the new Kaiser entity (Kaiser Group Holdings, Inc.) to the Class of former Spectrum shareholders based on contractual provisions within the merger agreement. See *Kaiser Group International, Inc. v. James D. Pippin* (*In re Kaiser Group International*), 326 B.R. 265 (D. Del. 2005).
- ***Danis v. USN Communications, Inc.*, No. 98 C 7482 (N.D. Ill.)**  
Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).
- ***In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663 (D.N.J.)**  
CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded \$270 million. Judge

Cecchi observed that “Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation.” *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J. 2013); see also *In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at \*6 (D.N.J. June 5, 2007).

- ***VisaCheck/MasterMoney Antitrust Litig.*, Master File No. 96-5238 (E.D.N.Y.)**

CCMS’s client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

- ***In Re VisaCheck/MasterMoney Antitrust Litig.*, Master File No. 96-5238 (E.D.N.Y.)**

CCMS’s client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-md-02541 (N.D. Cal.)**

CCMS represented a former Division 1 college basketball player in this antitrust litigation challenging the cap imposed by the NCAA on grant-in-aid packages. The efforts of the firm and its co-counsel resulted in certification of an injunctive class and a settlement of \$209 million.

- ***Kamakahi v. American Society for Reproductive Medicine*, No. 3:11-cv-01781 (N.D. Cal.)**

CCMS served as Co-Lead Counsel in a cutting edge antitrust case challenging the legality of ethical guidelines promulgated by two professional associations that limited the compensation members were permitted to pay to women providing donor services for in-vitro fertilization. Without the benefit of a parallel government case or investigation, CCMS achieved a groundbreaking settlement that required defendants to eliminate

the compensation caps and to refrain from imposing similar caps in the future.

- ***In re New Motor Vehicles Canadian Export Antitrust Litig.*, MDL No. 1532 (D. Me.)**

CCMS served as Class Counsel in multidistrict litigation alleging that automobile manufacturers and other parties conspired to prevent lower priced new motor vehicles from entering the American market thereby artificially inflating prices. The court approved a \$37 million settlement with Toyota and the Canadian Automobile Dealers' Association.

- ***In re TriCor Indirect Purchaser Antitrust Litig.*, No. 05-360 (D. Del)**

CCMS served as Lead Counsel for consumer and third-party payor plaintiffs who alleged that defendants engaged in unlawful monopolization in the market for fenofibrate products, which are used to treat high cholesterol and high triglyceride levels. The court approved to a \$65.7 million settlement (an amount that excludes an initial payment to opt-out insurance companies).

- ***In re Prandin Direct Purchaser Antitrust Litig.*, Civ. No. 10-12141 (E.D. Mich.)**

CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the "use code" filed with the FDA in connection with a method of use patent. The court approved a \$19 million settlement.

- ***In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, MDL No. 2819 (E.D.N.Y)**

CCMS is a member of the Executive Committee representing a putative class of indirect purchasers of Restasis, an eye-drop used to treat dry-eye syndrome, and allege that Defendant Allergan engaged in various anticompetitive activities to illegally prolong the life of its patents over Restasis, and to otherwise forestall the entry of generic competition into the cyclosporine market.

- ***In re Disposable Contact Lens Antitrust Litigation*, MDL No. 2626 (M.D. Fla.)**

CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering \$118 million for consumers have been reached.

- ***In re Automotive Parts Antitrust Litig.*, MDL No. 2311 (E.D. Mich.)**

CCMS has served as a member of Plaintiffs' Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over \$1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were artificially inflated as a result of automotive component manufacturers' anticompetitive conduct.

- ***Nichols v. SmithKline Beecham Corp.*, No. Civ.A.00-6222 (E.D. Pa.)**

CCMS served as Co-Lead Counsel for consumers and third-party payors who alleged that the manufacturer of the brand-name antidepressant Paxil misled the U.S. Patent Office into issuing patents that protected Paxil from competition from generic substitutes. The court approved a \$65 million class action settlement for the benefit of consumers and third-party payors who paid for Paxil.

- ***In re Relafen Antitrust Litig.* No. 01-12239 (D. Mass.)**

The court approved a \$75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen. In certifying an exemplar class of end-payors, the court singled out our Firm as experienced and vigorous advocates. See *In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 273 (D. Mass. 2004). In the opinion granting final approval to the settlement, the court commented that "Class counsel here exceeded my expectations in these respects [*i.e.*, experience, competence, and vigor] in every way." *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 85 (D. Mass. 2005); see also *id.* at 80 ("The Court has consistently noted the exceptional efforts of class counsel.").

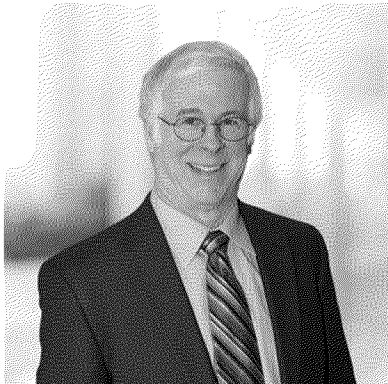


- ***In re Warfarin Sodium Antitrust Litig.*, MDL 98-1232 (D. Del.)**  
Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a \$44.5 million settlement.
- ***In re Cardizem CD Antitrust Litig.*, MDL No. 1278 (E.D. Mich.)**  
Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an \$80 million settlement for the benefit of consumers, third-party payors and state attorneys general.
- ***In re Synthroid Marketing Litig.*, MDL No. 1182 (N.D. Ill.)**  
This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of \$87.4 million.

# Individual Biographies

---

## PARTNERS



**PATRICK E. CAFFERTY** graduated from the University of Michigan, with distinction, in 1980 and obtained his J.D., *cum laude*, from Michigan State University College of Law in 1983. From 1983 to 1985, he served as a prehearing attorney at the Michigan Court of Appeals and as a Clerk to Judge Glenn S. Allen, Jr. of that Court. Mr. Cafferty is an experienced litigator in matters involving antitrust, securities, commodities, and the pharmaceutical industry. In 2002, Mr. Cafferty was a speaker at a forum in Washington

D.C. sponsored by Families USA and Blue Cross/Blue Shield styled "Making the Drug Industry Play Fair." At the Health Action 2003 Conference in Washington D.C., Mr. Cafferty was a presenter at a workshop titled "Consumers' Access to Generic Drugs: How Brand Manufacturers Can Derail Generic Drugs and How to Make Them Stay on Track." In 2010, Mr. Cafferty made a presentation on indirect purchaser class actions at the American Antitrust Institute's annual antitrust enforcement conference. See *Indirect Class Action Settlements* (Am. Antitrust Inst., Working Paper No. 10-03, 2010). Mr. Cafferty is admitted to the state bars of Michigan and Illinois, and holds several federal district and appellate court admissions. Mr. Cafferty has attained the highest rating, AV®, from Martindale-Hubbell and is a top rated SuperLawyer®.



**BRYAN L. CLOBES** is a 1988 graduate of the Villanova University School of Law and received his undergraduate degree from the University of Maryland. Mr. Clobes clerked for Judge Arlin M. Adams of the United States Court of Appeals for the Third Circuit, Judge Mitchell H. Cohen of the United States District Court for the District of New Jersey, and Judge Joseph Kaplan of the Maryland Circuit Court in Baltimore. From 1989 through June, 1992, Mr. Clobes served as

Trial Counsel to the Commodity Futures Trading Commission in Washington, D.C. Mr. Clobes has served as lead counsel in many of the firm's class cases covering all areas of the firm's practice, and is widely recognized as an expert in class action litigation. Mr. Clobes has authored briefs filed with the Supreme Court in

a number of class cases, served as a panelist for class action, consumer and antitrust CLE programs, has sustained and maintained the highest rating, AV®, from Martindale-Hubbell, and has been named a “Super Lawyer” for the past twelve years. Mr. Clobes is admitted to the bar in New Jersey and Pennsylvania, and admitted to practice in several federal district and appellate court admissions.



**DANIEL O. HERRERA** received his law degree, *magna cum laude*, and his MBA, with a concentration in finance, from the University of Illinois at Urbana-Champaign in 2008. Mr. Herrera received his bachelor’s degree in economics from Northwestern University in 2004. Mr. Herrera joined CCMS as an associate in 2011 and is resident in its Chicago, Illinois Office. Since joining CCMS, Mr. Herrera has successfully prosecuted a wide range of antitrust, consumer and commodities class action. Prior to

joining CCMS, Mr. Herrera was an associate in the trial practice of Mayer Brown LLP, a Chicago-based national law firm, where he defended corporations in securities and antitrust class actions, as well as SEC and DOJ investigations and enforcement actions. Mr. Herrera also routinely handled commercial matters on behalf of corporate clients. Mr. Herrera is licensed to practice in Illinois and holds several federal district and appellate court admissions.



**ELLEN MERIWETHER** received her law degree from George Washington University, *magna cum laude*, in 1985. She was a member of the *George Washington Law Review* and was elected to the Order of the Coif. Ms. Meriwether received a B.A. degree, *with highest honors*, from LaSalle University in 1981. Ms. Meriwether is on the Board of Directors of the American Antitrust Institute (AAI), is Editorial Board Co-Chair of ANTITRUST, a publication by the section of Antitrust Law of the American Bar Association and serves as

Vice-Chair of the Board of Directors of the Public Interest Law Center, in Philadelphia. Since 2010, Ms. Meriwether has been included in the US News and World Report Publication of “Best Lawyers in America” in the field of Antitrust. She has been named a “Pennsylvania Super Lawyer” since 2005 and has attained the highest rating, “AV”, from Martindale-Hubbell. She is a frequent presenter on topics relating to complex, class action and antitrust litigation and has published a number of articles on subjects relating to class actions and antitrust litigation,

including, among others: “The Fiftieth Anniversary of Rule 23: Are Class Actions on the Precipice?,” *Antitrust*, (Vol. 30, No. 2, Spring 2016); “Motorola Mobility and the FTAIA: If Not Here, Then Where?,” *Antitrust*, Vo. 29, No.2 Spring 2015); “*Comcast Corp. v. Behrend*: Game Changing or Business as Usual?,” *Antitrust*, (Vol. 27, No. 3, Summer 2013). Links to these articles and others authored by Ms. Meriwether can be found on the firm’s website. Ms. Meriwether is admitted to the bar of Supreme Court of Pennsylvania and is admitted in a number of federal district court and appellate court jurisdictions.



**NYRAN ROSE RASCHE** received her undergraduate degree *cum laude* from Illinois Wesleyan University in 1995, was awarded a graduate teaching fellowship for law school, and earned her law degree from the University of Oregon School of Law in 1999. Following law school, Ms. Rasche served as a law clerk to the Honorable George A. Van Hoomissen of the Oregon Supreme Court. She is the author of *Protecting Agricultural Lands: An Assessment of the Exclusive Farm Use Zone System*, 77 Oregon Law Review 993 (1998) and *Market Allocation through Contingent Commission Agreements: Strategy and Results in In re Insurance Brokerage Antitrust Litigation* (with Ellen Meriwether), The Exchange: Insurance and Financial Services Developments (Spring 2015). Since joining CCMS, Ms. Rasche has successfully prosecuted a wide range of antitrust, consumer class, securities and commodities class actions. Ms. Rasche has been admitted to practice in the state courts of Oregon and Illinois, as well as the United States District Courts for the Northern District of Illinois, the Southern District of Illinois, and the District of Colorado. She is also a member of the American and Chicago Bar Associations.



**JENNIFER WINTER SPRENGEL** received her law degree from DePaul University College of Law, where she was a member of the DePaul University Law Review. Her undergraduate degree was conferred by Purdue University. Ms. Sprengel is an experienced litigator in matters involving commodities, antitrust, insurance and the financial industries. In addition, Ms. Sprengel is a committee member of the Seventh Circuit Electronic eDiscovery Pilot Program and is a frequent speaker regarding issues of discovery. Links to some of her presentations and articles can be found on the firm’s website. She also

serves as co-chair of the Antitrust Law subcommittee of the ABA Class Action and Derivative Suits committee. She is admitted to practice law in Illinois, holds several federal district and appellate court admissions, and has attained the highest rating, AV®, from Martindale-Hubbell. Ms. Sprengel serves as the managing partner of the Firm.



**NICKOLAS J. HAGMAN** received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court

Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. Mr. Hagman authored the 2024 Edition of the IICLE Class Actions handbook chapter: *Settlement Procedures, Negotiations, and Agreements Under State and Federal Rules*, CLASS ACTIONS (IICLE, 2024). He is also a member of the Wisconsin Bar Association and Chicago Bar Association, where he is a member of the Class Action and Consumer Committees.

## ASSOCIATES



**KAITLIN NAUGHTON** received her law degree from the George Washington University Law School in 2019, where she served as managing editor for the *George Washington Journal of Energy & Environmental Law*. Ms. Naughton earned her bachelor's degree in political science and sociology with distinction from Purdue University in 2015. Ms. Naughton joined CCMS in 2019 and is resident in its Chicago, Illinois office. She is licensed to practice in Illinois and before the United State District Court for the Northern District of Illinois.



**ALEXANDER SWEATMAN** earned his law degree from the University of Notre Dame Law School in 2019, where he served as Managing Notes Editor for the *Notre Dame Journal of Legislation*. While in law school, Mr. Sweatman served as a judicial extern for the Honorable Thomas Donnelly in the Circuit Court of Cook County and participated in Notre Dame's Public Defender Externship where he represented juveniles in initial hearings, sentencing proceedings, and probation modification hearings. Mr. Sweatman graduated *summa cum laude* from Wheaton College in 2016. Mr. Sweatman joined CCMS in 2021. He is a member of the Chicago Bar Association and is involved in its Antitrust Law Section and Civil Practice and Procedure Committee. Mr. Sweatman is licensed to practice in Illinois.



**ALEX LEE** graduated *cum laude* from the University of Illinois College of Law in 2020. While at law school, he was a staff writer for the *Illinois Business Law Journal* and served in the Illinois Innocence Project where he worked to investigate and exonerate wrongfully convicted individuals in Illinois. Mr. Lee received his BA in political science from Boston College in 2017. While at university, Mr. Lee worked in special needs education for three years. Alex Lee joined Cafferty Clobes Meriwether Sprengel's Chicago office as an associate attorney in 2023. Prior to joining Cafferty Clobes, Mr. Lee worked at several law firms in Chicago and Champaign and worked on cases in consumer law, employment law, civil rights, commercial litigation, and complex litigation.



**Mohammed A. Rathur** is an Associate at Cafferty Clobes Meriwether & Sprengel LLP's Chicago office. Prior to joining Cafferty Clobes, Mr. Rathur worked at a boutique class action law firm specializing in employment and data privacy rights. Mr. Rathur's prior experience includes serving as a judicial law clerk in the Chancery Division of the Circuit Court of Cook County for two years. Mr. Rathur earned his law degree from the American University Washington College of Law in 2019, where he served as a Student Attorney for the International Human Rights Law Clinic. Mr. Rathur graduated from Michigan State University with a B.A. in International Relations.

## SENIOR COUNSEL



**DOM J. RIZZI** received his B.S. degree from DePaul University in 1957 and his J.D. from DePaul University School of Law in 1961, where he was a member of the *DePaul University Law Review*. From 1961 through 1977, Judge Rizzi practiced law, tried at least 39 cases, and briefed and argued more than 100 appeals. On August 1, 1977, Judge Rizzi was appointed to the Circuit Court of Cook County by the Illinois Supreme Court. After serving as circuit court judge for approximately one year, Judge Rizzi was elevated to the Appellate Court of Illinois, First District, where he served from 1978 to 1996. Judge Rizzi became counsel to the firm in October 1996.