

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

KIDWELL, PATRICIA

VS.

NO. 2024-15211

HYPERTENSION NEPHROLOGY ASSOCIATES PC

**COVER SHEET OF MOVING PARTY**

Date of Filing February 04 2026 Moving Party PATRICIA KIDWELL

Counsel for Moving Party JAMES PEPPER, ESQ., ID: 92614

Counsel's email address: PEPPER@JAMESPEPPERLAW.COM

Document Filed (Specify) PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

If a motion to compel discovery, state the Court-ordered Discovery Deadline: N/A  
(failure to complete this space will result in the motion being stricken)

**CERTIFICATIONS - Check ONLY if appropriate:**

Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. **(Required by Local Rule 208.2(e) on motions relating to discovery.)**

Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

**RULE TO SHOW CAUSE - Check ONE of the Choices Listed Below:**

Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
**at 1:00 p.m. at 321 Swede Street, Norristown, PA.**

Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

Rule Returnable at time of trial.

By: \_\_\_\_\_  
Court Administrator

**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  
FINAL 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 certifying the Settlement Class;
2. Finding that the proposed terms of the Settlement satisfy the requirements of Pa. R. Civ. P. 1714 and granting final approval of the Settlement;
3. Finding that the completed Notice Plan satisfies the requirements of Pa. R. Civ. P. 1712 and due process;
4. Affirming the appointment of Cafferty Clobes Meriwether & Sprengel LLP as Settlement Class Counsel, and;
5. Finding reasonable the attorneys' fees, costs, expenses, and service awards as requested in Plaintiff's Motion for an Award of Attorney's Fees, Costs, and Expenses, and Service Award and granting the requested attorneys' fees, costs, and expenses, and service award.

In support of her motion, Plaintiff submits the accompanying memorandum of law and supporting declaration with exhibits. A proposed order is submitted herewith.

Dated: February 4, 2026

Respectfully submitted,

By: /s/ Nickolas J. Hagman  
Nickolas J. Hagman (*pro hac vice*)  
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*Attorneys for Plaintiff and the Class*

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
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PATRICIA KIDWELL, individually, and on  
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Plaintiff,

v.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

## INTRODUCTION

On September 22, 2025, upon motion by Plaintiff Patricia Kidwell (“Plaintiff”), this Court granted preliminary approval to the Settlement,<sup>1</sup> finding that the Settlement’s terms were “fair, reasonable, and adequate” and that the Class should be given notice (“Prelim. Approval Order”). Pursuant to that Order, EAG Gulf Coast, LLC (“EisnerAmper”), the Settlement Administrator, implemented an extensive Court-approved Notice Program that, *inter alia*, delivered direct notice of the settlement to approximately 38,533 Settlement Class Members. *See* Declaration of Kevin Balhoff (hereafter, the “Balhoff Declaration”) ¶¶ 6, 15. The response of the Settlement Class has been overwhelmingly positive: no Settlement Class Members submitted objections, and only one (1) requested exclusion. *Id.* ¶ 17. Based on the Settlement Class’s overwhelming support for the Settlement, as evidenced by the minimal opt-outs and zero objections, and the comprehensive and substantial relief the Settlement provides to Class Members, Plaintiffs respectfully request that the Court grant final approval so that Class Members may avail themselves of the considerable benefits to which the Settlement entitles them.

## FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff alleges that on or around January 20, 2024, cybercriminals obtained access to Defendant Hypertension Nephrology Associates’ (“HNA”) 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”). After HNA sent notice to affected individuals, Plaintiff filed this putative action in the Court of Common Pleas of Montgomery

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<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 in Support of the Motion for Preliminary Approval (“Hagman Decl.”).

County, Pennsylvania on June 7, 2024. Shortly after Plaintiff initiated this 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. On August 5, 2025, Plaintiff moved for preliminary approval of the Settlement, which was granted on September 22, 2025. Thereafter, on November 24, 2025, Plaintiff filed her motion for award of attorneys' fees and service awards, pursuant to the terms of the Settlement.

## **SETTLEMENT TERMS**

In the interest of preserving judicial resources and efficiency and minimizing the costs to the Parties and the Settlement Class, Plaintiff respectfully directs the Court to her Motion for Preliminary Approval for a comprehensive description of the Settlement Terms. Plaintiff will provide a brief overview of the material benefits below.

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

The Settlement provides 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. 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) *Documented Loss Payment.* 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).

(a) *Cash Award.* In the alternative to Documented Loss Payments, Settlement Class Members may submit claim to receive a cash payment (a “Cash Award”). The Cash Award for 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; attorneys’ fees, expenses, and service awards approved by the Court; the cost of credit monitoring claimed by Class Members; and approved Documented Loss Payments. S.A. ¶¶ 2.2(a), 2.4.

(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. The Preliminary Approval Order

On September 22, 2025, this Court issued its Preliminary Approval Order. This Court provisionally certified the Class, directed that notice to the Class begin, and scheduled the Final Approval Hearing for February 18, 2026, at 9:00 a.m. in Courtroom 6 of the Court of Common Pleas of Montgomery County, Pennsylvania, located at 2 E. Airy Street, 2nd Floor, Norristown, PA 19404. Per the Preliminary Approval Order, Class Members had until December 8, 2025, to object or opt-out of the Settlement. Class Members who did not opt-out had until January 20, 2025, to submit a claim.

### ARGUMENT

Court approval is required for the settlement of class actions. Pa. R. Civ. P. 1714(a). Before granting 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*, 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).

This Court preliminarily approved the Settlement, finding that it is fair, reasonable, adequate, entered into in good faith, free of collusion, and within the range of possible judicial approval. Since that time, there have been no developments that would alter this conclusion. Based on the facts and arguments detailed herein, the Court should certify the Class for settlement purposes and grant Final Approval to the Settlement.

**A. The Settlement is Entitled to a Presumption of Fairness**

A settlement qualifies for a presumption of fairness when the following factors are met: “1) the negotiations occurred at arm’s length; 2) there was sufficient discovery; 3) the proponents of the settlement are experienced in similar litigation; and 4) only a small fraction of the class objected.” *In re National Football League Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2016) (citing and quoting in part *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)); *see also Vinh Du v. Blackford*, 2018 WL 6604484, at \*5 (D. Del. Dec. 17, 2018); *In re Wilmington Tr. Sec. Litig.*, 2018 WL 6046452, at \*4 (D. Del. Nov. 19, 2018); *O’Hern*, 2023 WL 3204044, at \*5. The Settlement meets each of the foregoing criteria.

First, the Settlement is the product of protracted arm’s length negotiations overseen by the Hon. Michael D. Mason (Ret.) of Mason ADR, one of the nation’s most esteemed mediators. “The participation of an independent mediator in settlement negotiations virtually [e]nsures that the negotiations were conducted at arm’s length and without collusion between the parties.” *Shapiro v. All. MMA, Inc.*, 2018 WL 3158812, at \*2 (D.N.J. June 28, 2018) (citation omitted); *McDermid v. Inovio Pharms., Inc.*, 2023 WL 227355, at \*4 (E.D. Pa. Jan. 18, 2023) (finding settlement entitled to presumption of fairness in part because “negotiations occurred at arm’s length, including via a nationally recognized mediator in securities matters”); *see also O’Hern*, 2023 WL 3204044, at \*6; *Vinh Du*, 2018 WL 6604484, at \*6; *In re Wilmington*, 2018 WL 6046452, at \*4.

Second, the parties engaged in considerable pre-mediation discovery, which provided “a clear understanding of the strengths and weaknesses of their case” and confirm that the proposed Settlement is fair, reasonable, and adequate. *Udeen v. Subaru of Am., Inc.*, 2019 WL 4894568, at \*3 (D.N.J. Oct. 4, 2019).

Third, Settlement Class Counsel have extensive experience litigating and resolving consumer class actions. They leveraged that experience in this case for the benefit of the Class, as evidenced by robust settlement presently before the Court. *McDermid*, 2023 WL 227355, at \*4 (finding “Plaintiffs’ counsel has well-documented experience handling securities class actions”).

Finally, only one Settlement Class Member requested exclusion and none objected. *Id.* (finding “an initial presumption of fairness applied” in part because “only one class member objected to the settlement”).

### **B. The *Girsh* Factors Support Preliminary Approval**

Having satisfied each of the requirements for a presumption of fairness, Plaintiff turns to the *Girsh* multifactor test. The Federal Third Circuit of Appeals has instructed courts to consider the following factors when weighing final approval:

- 1) the complexity, expense and likely duration of the litigation;
- 2) the reaction of the class to the settlement;
- 3) stage of the proceedings and the amount of discovery completed;
- 4) risks of establishing liability;
- 5) risks of establishing damages;
- 6) risks of maintaining the class action through the trial;
- 7) ability of the defendants to withstand a greater judgment;
- 8) the range of reasonableness of the settlement fund in light of the best possible recovery; and
- 9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

*Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975).<sup>2</sup>

The first *Girsh* factor, “the complexity, expense, and likely duration of the litigation”, supports approval. The claims advanced on behalf of the Class Members involve numerous complex legal and technical issues. Thus, absent the Settlement, the parties would be engaged in complex, time consuming and expensive litigation for years, with no certainty of a favorable outcome. Conversely, the Settlement secures substantial benefits for the Class without the delay,

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<sup>2</sup> Courts in this Pennsylvania have continued to apply the same legal standards following the 2018 amendments to Rule 23. *See, e.g., Udeen*, 2019 WL 4894568; *Smith*, 2019 WL 3281609.

risk and uncertainty of continued litigation. *See McDermid*, 2023 WL 227355, at \*7 (observing “this litigation required complex and skillful work on the party of both parties” and “[s]hould it continue, the parties would have to continue retaining experts, incurring additional expenses” and “[s]hould the case go to trial, Plaintiffs will have to obtain class certification and maintain the class through trial”); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at \*9 (D.N.J. Aug. 31, 2016) (“The longer the litigation extended, the more the owners of affected class vehicles would suffer.”); *In re Wilmington*, 2018 WL 6046452, at \*5 (finding that class action involving review of “highly technical evidence” and expert reports would have been lengthy and costly).

The chances of prevailing on the merits are uncertain because 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 nature of Plaintiff’s claims 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.

The second factor supports also approval because the reaction of the class, as measured by the number of objections and opt-outs, demonstrates overwhelming support for the Settlement—one request for exclusion and zero objections. Balhoff Decl. ¶¶ 17-18; also *McDermid*, 2023 WL 227355, at \*7 (finding eleven objections and one objection out of 576,695 notices to be “overwhelmingly positive”); *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118-19 (3d Cir. 1990)

(finding that the second *Girsh* factor was satisfied when “only twenty-nine” out of 281 class members objected, which represents approximately a ten percent objection rate).

The third factor, the stage of the proceedings and the amount of discovery completed, also supports final approval. Upon learning of the Data Incident, Settlement Class Counsel engaged in a rigorous investigation before filing suit, including researching publicly available information about the Data Incident and speaking with members of the public who had received notice. Hagman Decl. ¶¶ 5–6. In preparation of the mediation and to inform settlement discussions, the Parties informally exchanged non-public information concerning the Data Incident and the size of the Class. *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). *Yaeger*, 2016 WL 4541861, at \*9 (finding stage of proceedings supported final approval where plaintiffs’ counsel “conducted its own investigation, researched and responded to numerous inquiries from class members, received and analyzed documents produced by defendants, and conducted confirmatory deposition discovery of defendant’s Rule 30(b)(6) designated deponent”); *see also* O’Hern, 2023 WL 3204044 at \*7 (“Class Counsel had undertaken significant informal discovery by the time settlement negotiations began, including a review of many documents”). The amount of discovery completed, considered alongside the considerable relief the Settlement makes available, supports approval.

The fourth, fifth, and sixth factors, which consider the risk of continued litigation, likewise weigh in favor of approval. As a new and rapidly developing area of law, 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). For

example, even substantially larger cases implicating similarly sensitive data as 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). This is made more difficult by the fact that the path to a class-wide monetary judgment remains untested. In addition, the damages methodologies, while theoretically sound, remain untested in a disputed class certification setting and entirely unproven before a jury and establishing causation on a class-wide basis is rife with uncertainty. Settlement Class Counsel is unaware of any data breach class action that has been tried to a jury. As it currently stands, data breach cases remain among the riskiest and uncertain of all class actions, making settlement prudent and advisable. 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.

Had the parties failed to resolve this case through the Settlement, further litigation would have been protracted and costly. Before ever approaching a trial in this case, the parties likely would have fully briefed motions to dismiss, class certification (along with any interlocutory appeals), motions to exclude expert testimony, and summary judgment, in addition to expending considerable resources on electronic discovery, depositions, and expert witnesses. It therefore is

unlikely that the case would reach trial before 2027, with post-trial activity to follow. By that time, many Class Members could fall victim to identity theft, and without the benefits the Settlement affords. *See McDermid*, 2023 WL 227355, at \*8 (observing continued hurdles at summary judgment, trial, and appeal were significant and further observing even if the Court granted class certification, “classes may be decertified or modified at any time if the class becomes unmanageable”); *Yaeger*, 2016 WL 4541861, at \*9 (the prospect of “protracted motion practice” involving the “nuances of various state laws” as well as “costly discovery” weighed in favor of settlement); *In re Wilmington*, 2018 WL 6046452, at \*5–6 (litigation over highly technical matters, that would require extensive expert testimony, would be lengthy, costly, and risky for the parties and strongly favor settlement).

Courts routinely find the seventh factor—the defendant’s ability to withstand greater judgment—to be neutral. Such a factor is typically only relevant when “the defendant’s professed inability to pay is used to justify the amount of the settlement.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 440. This not a factor here.

Finally, the remaining *Girsh* factors—the range of reasonableness of the settlement both independently and weighed against the risk of further litigation—support approval. The settlement must be judged “against the realistic, rather than theoretical potential for recovery after trial.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 323 (3d Cir. 2011). In conducting this analysis, the court must “guard against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *California v. Teva Pharm. Indus.*, 2020 WL 3128027, at \*6 (E.D. Pa. June 10, 2020); *see also In re Shop-Vac Mktg. & Sales Practices Litig.*, 2016 WL 3015219, at \*2 (M.D. Pa. May 25, 2016) (“The proposed settlement amount does not have to be dollar-for-dollar

the equivalent of the claim . . . and a satisfactory settlement may only amount to a hundredth or even a thousandth part of a single percent of the potential recovery.”) (internal citations and quotations omitted).

In light of the above, the \$625,000 Settlement Fund achieved for the Settlement Class (which works out to approximately \$15.83 per class member) is a solid result. By providing a non-reversionary fund worth \$9.61 per Class Member, this Settlement exceeds data breach settlements recently approved by this Court and other courts. *See, e.g. Kondo et al. v. Creative Services, Inc.*, No. 1:22-cv-10438, ECF No. 39 (D. Mass. September 7, 2023) \$7.27 per person); *Webb v Injured Workers Pharmacy*, No. 1:22-cv-10797-RGS, ECF 61 (D. Mass. January 16, 2025) (\$8.20 per person). The settlements in similar data breach class actions underscore Plaintiff’s strong resolution for the Settlement Class. Based on Class Counsel’s experience in similar cases, the Settlement Fund provide ample benefits for Settlement Class Member’s legitimate individual claims and for class-wide claims in the aggregate

### C. The Prudential Factors

The Federal Third Circuit also permits courts to consider additional factors when evaluating whether to approve a class action settlement. In *In re Prudential*, the Court identified additional factors that may be considered:

- (1) the maturity of the underlying substantive issues, as measured by the experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages;
- (2) the existence and probable outcome of claims by other classes and subclasses;
- (3) the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants;

- (4) whether class or subclass members are accorded the right to opt out of the settlement;
- (5) whether any provisions for attorneys' fees are reasonable; and
- (6) whether the procedure for processing individual claims under the settlement is fair and reasonable.

*In re Prudential Ins. Co. Am. Sales Practice Litig.*, 148 F.3d 283, 323 (3d Cir. 1998).

“Unlike the *Girsh* factors, each of which the district court must consider before approving a class settlement, the *Prudential* considerations are just that, prudential. They are permissive and non-exhaustive . . . .” *In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.*, 333 F.R.D. 364, 384 (E.D. Pa. 2019) (quoting *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013)).

The first *Prudential* factor is met here because the information disclosed by the parties, as well as Settlement Class Counsel’s independent investigation performed and research into key legal issues has enabled the parties to gain a strong grasp of the case and the range of possible outcomes. *See id.* (“Here, Class Counsel were able to make an informed decision about the probable outcome of a trial.”). The Parties therefore were able to make an informed decision prior to agreeing to the Settlement. *See also In re Wilmington*, 2018 WL 6046452, at \*7.

“Factors two and three look at the outcomes of claims by other classes and other claimants.” *Vista Healthplan, Inc. v. Cephalon, Inc.*, 2020 WL 1922902, at \*23 (E.D. Pa. April 21, 2020). Settlement Class Counsel is unaware of other related class actions. Moreover, as stated above, Settlement Class Counsel contends that the Settlement constitutes a highly desirable outcome for the members of the Class.

Since the Settlement permits individuals to opt out of the Settlement, and one such request was submitted, the fourth *Prudential* factor is satisfied. And as demonstrated in Plaintiff’s recently filed motion for attorney’s fees, the attorney’s fees sought in this action are reasonable. As a result, the fifth *Prudential* factor is met as well.

Lastly, the procedure for processing claims under the Settlement is also fair and reasonable. Here, Settlement Class Members need only submit a simple Claim Form that establishes the recipient's entitlement to particular categories of relief in order to avail themselves of the Settlement's benefits. Settlement Class Members also received Settlement Class Counsel's contact information in the event they had any questions regarding the Settlement or how to submit a claim. The *Prudential* factors are satisfied.

**D. The Notice Plan Satisfied Due Process and Pa. R. Civ. P. 1712(a)**

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.

An experienced settlement administrator, EAG Gulf Coast, LLC, was selected to oversee the Notice Plan and used internal data provided by HNA to disseminate mail and email notice to Settlement Class Members. After an analysis of the data provided by HNA, EAG developed a list of 43,162 unique records, of which 37,702 had only a mailing address and 5,452 had a mailing and email address. Balhoff Decl. ¶ 6. After tallying both direct mail and email notice and supplemental

notices, EAG was ultimately able to reach 4,820 Settlement Class members through email notice and 33,713 Settlement Class Members through mail notice. *Id.* ¶ 15. In total, EAG successfully disseminated 38,533 notices to Settlement Class Members, which accounts for 89.28% of the total number of unique addresses. *Id.* The settlement website received 3,776 unique visitors as of January 30, 2026. *Id.* ¶ 12. As of January 30, 2026, EAG has received 714 valid claims from Settlement Class Members. *Id.* ¶ 16.<sup>3</sup>

Based on the successful reach of the notice program, it is clear that the program satisfied the requirements of Pa. R. Civ. P. 1712(b). Due process requires that notice be “‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)); *see also Vinh Du*, 2018 WL 6604484, at \*7–8. The above-described notice system and accompanying notice forms ensured that interested parties were made aware of the action and offered an opportunity to present their objections. Accordingly, the form and manner of the notice satisfies all applicable requirements. As such, the Notice Plan was executed as intended, which further supports Plaintiffs’ request for final approval of the Settlement.

#### **E. The Court Should Reaffirm Certification of the Class**

In the Preliminary Approval Order, the Court conditionally certified the proposed Class for settlement purposes, concluding that certification of the Class satisfied the requirements of Pa. R.

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<sup>3</sup> The 1.8% valid claims rate is in line the claims rate in other consumer class actions. *See, e.g., Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, (S.D. Fla. July 8, 2023) (finally approving data breach settlement with a 0.66% claims rate and noting that “the response and claims rates are within the acceptable range for final approval.”); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (granting final approval with 0.83% claims rate, stating that the rate was “on par with other consumer cases, and d[id] not otherwise weigh against approval”); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-md-2522 (D. Minn. May 17, 2017) (approving settlement with 0.23% claims rate); *Perez v. Asurion Corp.*, 501 F. Supp. 3d 934 (S.D. Fla. 2007) (1.1% claims rate).

Civ. P. 1712 Nothing has changed since the Preliminary Approval Order, and no Class Member has challenged the propriety of the Court’s certification of the Class. Accordingly, Settlement Class Counsel respectfully request that the Court reaffirm those findings, grant final approval of this Settlement and certify the Class proposed here.

**F. The Unopposed Motion for an Incentive Award and Fee Award Should be Approved.**

Because no objections were filed in opposition to Plaintiff’s Motion for an Award of Attorneys’ Fees, Costs, Expenses and Service Award (the “Fee Petition”), and because all factors in favor of granting final approval of the Settlement have been met, the Court should also approve the requested Service Awards to Plaintiff and the Fee Award to Settlement Class Counsel. The Fee Petition was promptly uploaded to the Settlement Website and made publicly available for review. Neither EAG nor Settlement Class Counsel have received any exclusions or objections referencing the Fee Petition. For the reasons stated in the Fee Petition, and because no Settlement Class Member has voiced any objection to the requested Attorneys’ Fees and Expenses and Service Awards, Plaintiffs and Settlement Class Counsel respectfully request that the Court approve it.

**CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court reaffirm certification of the Settlement Class; issue an order granting final approval to the Settlement; approve the Unopposed Motion for Attorneys’ Fees, Expenses, and Service Awards.

Dated: February 4, 2026

Respectfully Submitted,

By: /s/ Nickolas J. Hagman  
Nickolas J. Hagman (admitted *pro hac vice*)  
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)  
[alee@caffertyclobes.com](mailto:alee@caffertyclobes.com)

James J. Pepper  
**THE PEPPER LAW FIRM, LLC**  
68 E. Court Street  
Doylestown, PA 18901  
Tel: 215-340-2500  
[pepper@jamespepperlaw.com](mailto:pepper@jamespepperlaw.com)

*Settlement Class Counsel*

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

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

Plaintiff,

vs.

HYPERTENSION-NEPHROLOGY ASSOCIATES, P.C.,

Defendant.

Case No.: 2024-15211

**DECLARATION OF KEVIN BALHOFF  
REGARDING IMPLEMENTATION OF  
NOTICE PROGRAM AND  
VERIFICATION OF COMPLIANCE  
WITH NOTICE REQUIREMENTS**

Hearing Date: February 18, 2026

Hearing Time: 9:00 a.m.

I, Kevin Balhoff, hereby declare and verify as follows:

## I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for the Court-appointed Settlement Administrator, EAG Gulf Coast, LLC (“EisnerAmper”). EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

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

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

## II. BACKGROUND

4. ***Preliminary Approval.*** On September 22, 2025, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court’s preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

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

## III. CLASS NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EisnerAmper maintains a database of 43,162 records, which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from Defendant’s Counsel (“Settlement Class List”) on October 1, 2025, in one Excel file with a total of 43,164 records. The Excel file contained the full name and mailing address for Settlement Class Members. On October 7, 2025, EisnerAmper received a supplemental Excel file containing contact

information including email address from Defendant’s system. EisnerAmper compared the two data sets, removed the test data records provided, and determined that the Settlement Class List consisted of 43,162 unique records, of which 37,702 had only a mailing address and 5,452 had a mailing and email address. A total of eight records had no information to attempt notice.

7. **Email Notice.** Beginning on October 22, 2025, in accordance with the Preliminary Approval Order, EAG commenced sending the Email Notice to the 5,452 Class Members on the Notice List with an email address that passed hygiene and verification. The Email Notice included (a) the web address to the case Settlement Website for access to additional information, and (b) rights and options as a Settlement Class Member to submit a claim or opt out or object to the Settlement and the dates by which to act on those options. EAG followed standard email best practices, including utilizing “unsubscribe” links and providing Settlement Administrator contact information in the Email Notice. Ultimately, the Email Notice was successfully delivered to 4,820 Class Members. A copy of the Email Notice is attached hereto as **Exhibit A**.

8. **Mail Notice.** EisnerAmper coordinated and caused the Short-Form Notice in the form of a postcard to be mailed via First-Class Mail (“Postcard Notice”) to Settlement Class Members who did not have a valid email address and for which a mailing address was available from the class data. The Postcard Notice included (a) the web address to the case website for access to additional information, (b) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (c) the date of the Final Approval Hearing. The Notice mailing commenced on or before October 22, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**, with a copy of the Long-Form Notice and the Claim Form.

9. **Mailing Address Validation.** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 38,334 records for which an email notice was not available or was not delivered, 227 records did not successfully pass the address validation procedures noted above.

10. **Mail Notice Delivery.** In the initial mailing campaign, EisnerAmper executed mailings to 38,107 addresses that passed address validation for which an email was not available or undeliverable. EisnerAmper also executed supplemental mailings for 2,283 addresses for which the initial Postcard Notice was not deliverable, but for which EisnerAmper was able to obtain an alternative mailing address through either (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 15 below.

11. **Settlement Post Office Box.** EisnerAmper maintains the following Post Office Box for the Settlement Program:

HNA Data Incident Settlement Administrator  
PO Box 1348  
Baton Rouge, LA 70821

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

12. **Settlement Website.** On October 22, 2025, EisnerAmper published the Settlement Website, [www.HNADataSettlement.com](http://www.HNADataSettlement.com). Visitors to the Settlement Website can download the Long-Form Notice, the Claim Form, and Court Documents, such as the Class Action Complaint, the Settlement Agreement, Motions filed by Class Counsel, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of February 4, 2026, the Settlement Website received 3,810 unique visits.

13. **Toll-Free Number.** On October 22, 2025, EisnerAmper established a dedicated toll-free telephone number, 1-844-697-7316 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long-Form Notice, paper Claim Form, as well

as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. **Email Support.** EisnerAmper established an Email address, [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

#### **IV. NOTICE PROGRAM REACH**

15. **Notice Reach Results.** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 43,154 (99.98%) addresses. As of February 4, 2026, the Notice Program reached a total of 38,533 (89.28%) addresses and email addresses<sup>1</sup>. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

<b>Table 1: Notice Dissemination Statistics</b>		
<b>Description</b>	<b>Volume (#)</b>	<b>Percentage of Records (%)</b>
Records	43,162	100.0%
<b>Email Notice</b>		
Total Email Notices Sent	5,452	12.63%
(+) Total Email Notices Delivered	4,820	11.17%
Total Email Notices Bounced/Undeliverable	632	1.46%
<b>Initial Notice Mailing</b>		
(+) Postcard Notices Mailed	38,107	88.29%
(-) Total Postcards Returned as Undeliverable	5,998	13.90%
<b>Supplemental Notice Mailing</b>		
(+) Total Postcards Remailed	2,283	5.29%
(-) Total Postcards Returned as Undeliverable	679	1.57%
<b>Direct Notice Program Reach</b>		
(+) Received Email Notice	4,820	11.17%
(+) Received Postcard Notice	33,713	78.11%
(=) Received Direct Notice	38,533	89.28%

<sup>1</sup> A Settlement Class Member is considered “reached” by direct Notice if a Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or, if a Notice mailed to the Settlement Class Member was returned by the USPS as undeliverable, a subsequent Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned.

## V. CLAIM ACTIVITY

16. **Claim Intake and Processing.** The online claim submission feature was available beginning October 22, 2025. As of February 4, 2026, EisnerAmper has received a total of 900 claims submissions. Of these, EisnerAmper has determined that 714 claims are from Settlement Class Members and are non-duplicative claims. EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of January 20, 2026. Table 2 below provides summary statistics and current dispositions. Table 3 below provides a summary of the approved claims and estimated awards as of February 4, 2026. Assuming Class Counsel is awarded their requested fees and administrative costs as outlined in paragraph 19, the Cash Award is currently estimated to be \$493.07.

Table 2: Claim Statistics (as of February 4, 2026)	
Description	Volume (#)
<b>Total Claims Received</b>	<b>900</b>
(-) Duplicate Claims	1
(-) Invalid: Not a Class Member	186
<b>(=) Net Claims</b>	<b>714</b>

Table 3: Approved Claims Summary (as of February 4, 2026)		
Claim Form Category	Claimed	Approved
Number of Times Expense Reimbursement Claimed	1	0
Expense Reimbursement (\$)	\$3,000.00	\$0.00
Number of Times Cash Award Claimed	697	697
Cash Award (\$)²	\$343,676.42	\$343,676.42
Number of Times Credit Monitoring Services Claimed	414	414
<b>Total (\$)</b>	<b>\$346,685.05</b>	<b>\$343,685.05</b>

## VI. EXCLUSIONS AND OBJECTIONS

17. **Exclusions (Opt-Outs) Received.** EisnerAmper has received one (1) exclusion request from a Settlement Class Member as of February 4, 2026. The deadline to submit a request for exclusion expired on December 8, 2025. A list of the individual who has timely requested exclusion from the Settlement is attached as **Exhibit C**.

18. **Settlement Objections.** The Settlement Agreement directed objections be submitted to Class

² This total assumes court approval of Plaintiffs' requested attorneys' fees and service awards and administrative costs as outlined in paragraph 19.

Counsel, HNA’s counsel, and the Settlement Administrator. EisnerAmper has not received any objections from Settlement Class Members. The deadline to object to the Settlement expired on December 8, 2025.

**VII. NOTICE AND ADMINISTRATION COSTS**

19. **Costs of Notice Program.** EisnerAmper has incurred \$52,562.51 in fees and costs completing the notice plan and administering the Settlement and anticipates incurring an additional \$12,593.24 in fees and costs for a total administration cost of \$65,155.75.

**IX. CERTIFICATION**

I, Kevin Balhoff, declare under the penalty of perjury under the laws of the State of Pennsylvania that the foregoing is true and correct. Executed on this 4<sup>th</sup> day of February 2026 at Atlanta, Georgia.



Kevin Balhoff

## Exhibit A: Email Notice

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## Notice of Settlement: Kidwell v. Hypertension Nephrology Associates, P.C.

1 message

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**From:** HNA Data Incident Settlement Administrator <Notice@pnclassaction.com>

**Reply To:** HNA Data Incident Settlement Administrator <info@hnadatasettlement.com>

**To:**

**Settlement Claim ID:**

**Class Member:**

### 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 using your unique Settlement Claim ID 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 8, 2025**. If you want to stay in the Settlement, you can object by **December 8, 2025**. To learn how to exclude yourself or object, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or by calling toll free (844) 697-7316.

HNA Data Incident Settlement Administrator  
PO Box 1348  
Baton Rouge, LA 70821

## Exhibit B: Postcard, Long Notice, Short Notice

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Case# 2024-15211-25 Docketed at Montgomery County Prothonotary on 04/20/25 2:44 PM. Fee of \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**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.

Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive up to \$5,000 of Credit Monitoring and Insurance Services regardless of whether they also make a claim for a Cash Award or Documented Loss Payment.

To receive a benefit, you must file a Claim Form to receive payment or other benefit as part of the Settlement. For all benefits, you may file a claim online or download a Claim Form at [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Opt-Outs.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 20, 2026**. If you want to stay in the Settlement, you can object by **December 8, 2025**. To learn how to opt-out or object, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316 for more information. See the more detailed notice.

The Settlement Administrator will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees up to 33.33% of the \$625,000 Settlement Fund, and service award for Class Representatives. You or your own lawyer, if you have one, may attend the hearing and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

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

For more information about the Settlement at [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or by calling toll free 1-(844) 697-7316.

Court-Approved Legal Notice

**If you were sent a notice that your Personal Information was potentially compromised in 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 settlement has been reached in a class action lawsuit against Hypertension-Nephrology Associates, P.C. (“HNA”) regarding a data incident HNA experienced on or about January 20, 2024, where an unauthorized third party accessed computer systems and potentially compromised individuals’ personally identifiable information and private health information collectively, “Private Information”). HNA denies the allegations.

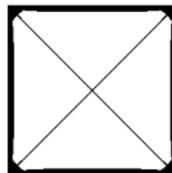
Who am I? You are part of the Settlement Class if you were sent a notice indicating that your Private Information may have been affected by the Data Incident.

**Incident Settlement Administrator**

LA 70821

**NO POSTAL SERVICE REQUESTED**

SETTLEMENT CLAIM ID [ID]  
[FIRST NAME] [LAST NAME]  
[ADDRESS]  
[ADDRESS]  
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FE40

Case# 2024-15211-25 Docketed at Montgomery County Prothonotary on 02/26/24 2:44 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the United States Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

*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.**

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<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 January 20, 2026</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 December 8, 2025</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 December 8, 2025</b>

**Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316**

<b>DO NOTHING</b>	Get no Settlement Class Member benefits. Be bound by the Settlement.	
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- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement 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?

Plaintiffs filed this lawsuit against HNA. Plaintiffs allege 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, Plaintiffs 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?

Plaintiffs 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 Plaintiffs or Defendant. Instead,

Plaintiffs 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com), call the Settlement Administrator's toll-free telephone number at 1 (844) 697-7316, or send an email to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com).

## 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 Plaintiffs' 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.

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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) 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 January 20, 2026**. Claim Forms may be submitted online at [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1 (844) 697-7316 or by writing to:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by January 20, 2026.**

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1 (844) 697-7316, by writing to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com), or to:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) before the deadline for you to object to or opt out of the Settlement.

## 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 December 8, 2025**:

HNA Data Incident Settlement Administrator  
Exclusions  
P.O. Box 1348  
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

Montgomery County, PA). If your objection is submitted by mail, it must be **postmarked by December 8, 2025**.

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 **December 8, 2025**, with copies to the following address:

Class Counsel	Defendant's Counsel	Settlement Administrator
Nickolas J. Hagman <b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b> , 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603	Kristen W. Broz <b>Ballard Spahr LLP</b> , 1909 K Street, NW 12th Floor, Washington, DC 20006	HNA Data Incident Settlement Administrator P.O. Box 1348 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.

### **1. 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**

### **2. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **February 18, 2026**, at **9:00 AM EST** 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.

**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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com).

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com), by calling 1 (844) 697-7316, by writing to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com) or:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
Baton Rouge, LA 70821

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 8, 2025**. If you want to stay in the Settlement, you can object by **December 8, 2025**. To learn how to exclude yourself or object, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or by calling toll free 1 (844) 697-7316.

## Exhibit C: Exclusions

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## Exclusion List

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

Count	Name	State	Date Received
1	Danee A. Harrod	MD	10/27/2025

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

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

Plaintiff,

vs.

HYPERTENSION-NEPHROLOGY  
ASSOCIATES, P.C.,

Defendant.

Case No.: 2024-15211

**DECLARATION OF KEVIN BALHOFF  
REGARDING IMPLEMENTATION OF  
NOTICE PROGRAM AND  
VERIFICATION OF COMPLIANCE  
WITH NOTICE REQUIREMENTS**

Hearing Date: February 18, 2026

Hearing Time: 9:00 a.m.

I, Kevin Balhoff, hereby declare and verify as follows:

## I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for the Court-appointed Settlement Administrator, EAG Gulf Coast, LLC (“EisnerAmper”). EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

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

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

## II. BACKGROUND

4. ***Preliminary Approval.*** On September 22, 2025, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court’s preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

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

## III. CLASS NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EisnerAmper maintains a database of 43,162 records, which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from Defendant’s Counsel (“Settlement Class List”) on October 1, 2025, in one Excel file with a total of 43,164 records. The Excel file contained the full name and mailing address for Settlement Class Members. On October 7, 2025, EisnerAmper received a supplemental Excel file containing contact

information including email address from Defendant’s system. EisnerAmper compared the two data sets, removed the test data records provided, and determined that the Settlement Class List consisted of 43,162 unique records, of which 37,702 had only a mailing address and 5,452 had a mailing and email address. A total of eight records had no information to attempt notice.

7. **Email Notice.** Beginning on October 22, 2025, in accordance with the Preliminary Approval Order, EAG commenced sending the Email Notice to the 5,452 Class Members on the Notice List with an email address that passed hygiene and verification. The Email Notice included (a) the web address to the case Settlement Website for access to additional information, and (b) rights and options as a Settlement Class Member to submit a claim or opt out or object to the Settlement and the dates by which to act on those options. EAG followed standard email best practices, including utilizing “unsubscribe” links and providing Settlement Administrator contact information in the Email Notice. Ultimately, the Email Notice was successfully delivered to 4,820 Class Members. A copy of the Email Notice is attached hereto as **Exhibit A**.

8. **Mail Notice.** EisnerAmper coordinated and caused the Short-Form Notice in the form of a postcard to be mailed via First-Class Mail (“Postcard Notice”) to Settlement Class Members who did not have a valid email address and for which a mailing address was available from the class data. The Postcard Notice included (a) the web address to the case website for access to additional information, (b) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (c) the date of the Final Approval Hearing. The Notice mailing commenced on or before October 22, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**, with a copy of the Long-Form Notice and the Claim Form.

9. **Mailing Address Validation.** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 38,334 records for which an email notice was not available or was not delivered, 227 records did not successfully pass the address validation procedures noted above.

10. **Mail Notice Delivery.** In the initial mailing campaign, EisnerAmper executed mailings to 38,107 addresses that passed address validation for which an email was not available or undeliverable. EisnerAmper also executed supplemental mailings for 2,283 addresses for which the initial Postcard Notice was not deliverable, but for which EisnerAmper was able to obtain an alternative mailing address through either (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 15 below.

11. **Settlement Post Office Box.** EisnerAmper maintains the following Post Office Box for the Settlement Program:

HNA Data Incident Settlement Administrator  
PO Box 1348  
Baton Rouge, LA 70821

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

12. **Settlement Website.** On October 22, 2025, EisnerAmper published the Settlement Website, [www.HNADataSettlement.com](http://www.HNADataSettlement.com). Visitors to the Settlement Website can download the Long-Form Notice, the Claim Form, and Court Documents, such as the Class Action Complaint, the Settlement Agreement, Motions filed by Class Counsel, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of February 4, 2026, the Settlement Website received 3,810 unique visits.

13. **Toll-Free Number.** On October 22, 2025, EisnerAmper established a dedicated toll-free telephone number, 1-844-697-7316 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long-Form Notice, paper Claim Form, as well

as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. **Email Support.** EisnerAmper established an Email address, [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

#### **IV. NOTICE PROGRAM REACH**

15. **Notice Reach Results.** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 43,154 (99.98%) addresses. As of February 4, 2026, the Notice Program reached a total of 38,533 (89.28%) addresses and email addresses<sup>1</sup>. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

<b>Table 1: Notice Dissemination Statistics</b>		
<b>Description</b>	<b>Volume (#)</b>	<b>Percentage of Records (%)</b>
Records	43,162	100.0%
<b>Email Notice</b>		
Total Email Notices Sent	5,452	12.63%
(+) Total Email Notices Delivered	4,820	11.17%
Total Email Notices Bounced/Undeliverable	632	1.46%
<b>Initial Notice Mailing</b>		
(+) Postcard Notices Mailed	38,107	88.29%
(-) Total Postcards Returned as Undeliverable	5,998	13.90%
<b>Supplemental Notice Mailing</b>		
(+) Total Postcards Remailed	2,283	5.29%
(-) Total Postcards Returned as Undeliverable	679	1.57%
<b>Direct Notice Program Reach</b>		
(+) Received Email Notice	4,820	11.17%
(+) Received Postcard Notice	33,713	78.11%
(=) Received Direct Notice	38,533	89.28%

<sup>1</sup> A Settlement Class Member is considered “reached” by direct Notice if a Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or, if a Notice mailed to the Settlement Class Member was returned by the USPS as undeliverable, a subsequent Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned.

## V. CLAIM ACTIVITY

16. **Claim Intake and Processing.** The online claim submission feature was available beginning October 22, 2025. As of February 4, 2026, EisnerAmper has received a total of 900 claims submissions. Of these, EisnerAmper has determined that 714 claims are from Settlement Class Members and are non-duplicative claims. EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of January 20, 2026. Table 2 below provides summary statistics and current dispositions. Table 3 below provides a summary of the approved claims and estimated awards as of February 4, 2026. Assuming Class Counsel is awarded their requested fees and administrative costs as outlined in paragraph 19, the Cash Award is currently estimated to be \$493.07.

Table 2: Claim Statistics (as of February 4, 2026)	
Description	Volume (#)
<b>Total Claims Received</b>	<b>900</b>
(-) Duplicate Claims	1
(-) Invalid: Not a Class Member	186
<b>(=) Net Claims</b>	<b>714</b>

Table 3: Approved Claims Summary (as of February 4, 2026)		
Claim Form Category	Claimed	Approved
Number of Times Expense Reimbursement Claimed	1	0
Expense Reimbursement (\$)	\$3,000.00	\$0.00
Number of Times Cash Award Claimed	697	697
Cash Award (\$)²	\$343,676.42	\$343,676.42
Number of Times Credit Monitoring Services Claimed	414	414
<b>Total (\$)</b>	<b>\$346,685.05</b>	<b>\$343,685.05</b>

## VI. EXCLUSIONS AND OBJECTIONS

17. **Exclusions (Opt-Outs) Received.** EisnerAmper has received one (1) exclusion request from a Settlement Class Member as of February 4, 2026. The deadline to submit a request for exclusion expired on December 8, 2025. A list of the individual who has timely requested exclusion from the Settlement is attached as **Exhibit C**.

18. **Settlement Objections.** The Settlement Agreement directed objections be submitted to Class

² This total assumes court approval of Plaintiffs' requested attorneys' fees and service awards and administrative costs as outlined in paragraph 19.

Counsel, HNA’s counsel, and the Settlement Administrator. EisnerAmper has not received any objections from Settlement Class Members. The deadline to object to the Settlement expired on December 8, 2025.

**VII. NOTICE AND ADMINISTRATION COSTS**

19. ***Costs of Notice Program.*** EisnerAmper has incurred \$52,562.51 in fees and costs completing the notice plan and administering the Settlement and anticipates incurring an additional \$12,593.24 in fees and costs for a total administration cost of \$65,155.75.

**IX. CERTIFICATION**

I, Kevin Balhoff, declare under the penalty of perjury under the laws of the State of Pennsylvania that the foregoing is true and correct. Executed on this 4<sup>th</sup> day of February 2026 at Atlanta, Georgia.



\_\_\_\_\_  
Kevin Balhoff

## Exhibit A: Email Notice

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## Notice of Settlement: Kidwell v. Hypertension Nephrology Associates, P.C.

1 message

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**From:** HNA Data Incident Settlement Administrator <Notice@pnclassaction.com>

**Reply To:** HNA Data Incident Settlement Administrator <info@hnadatasettlement.com>

**To:**

**Settlement Claim ID:**

**Class Member:**

### 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 using your unique Settlement Claim ID 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 8, 2025**. If you want to stay in the Settlement, you can object by **December 8, 2025**. To learn how to exclude yourself or object, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or by calling toll free (844) 697-7316.

HNA Data Incident Settlement Administrator  
PO Box 1348  
Baton Rouge, LA 70821

## Exhibit B: Postcard, Long Notice, Short Notice

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Case# 2024-15211-25 Docketed at Montgomery County Prothonotary on 04/20/25 2:44 PM. Fee of \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**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 verifiable documentation of losses related to the Data Incident.

Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive up to \$5,000 of Credit Monitoring and Insurance Services regardless of whether they also make a claim for a Cash Award or Documented Loss Payment.

To receive a Cash Award or Documented Loss Payment, you must file a Claim Form to receive payment or other benefit as part of the Settlement. For all benefits, you may file a claim online or download a Claim Form at [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Opt-Outs.** If you do not want to be legally bound by the Settlement, you must exclude yourself by filing an Opt-Out Form with the Settlement Administrator by **December 8, 2025**. To learn how to file an Opt-Out Form, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316. For more information, see the more detailed notice.

The Settlement Administrator will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees up to 33.33% of the \$625,000 Settlement Fund, and service award for Class Representatives. You or your own lawyer, if you have one, may attend the hearing and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

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**If you were sent a notice that your Personal Information was potentially compromised in 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 settlement has been reached in a class action lawsuit against Hypertension-Nephrology Associates, P.C. (“HNA”) regarding 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.

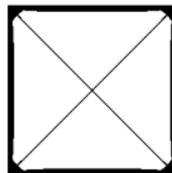
Who is included? You are part of the Settlement Class if you were sent a notice indicating that your Private Information may have been affected by the Data Incident.

**Class Action Settlement Administrator**

LA 70821

**NO POSTAL SERVICE REQUESTED**

SETTLEMENT CLAIM ID [ID]  
[FIRST NAME] [LAST NAME]  
[ADDRESS]  
[ADDRESS]  
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FE40

Case# 2024-15211-25 Docketed at Montgomery County Prothonotary on 02/26/24 2:44 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the United States Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

*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.**

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<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 January 20, 2026</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 December 8, 2025</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 December 8, 2025</b>

**Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316**

<b>DO NOTHING</b>	Get no Settlement Class Member benefits. Be bound by the Settlement.	
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- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement 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?

Plaintiffs filed this lawsuit against HNA. Plaintiffs allege 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, Plaintiffs 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?

Plaintiffs 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 Plaintiffs or Defendant. Instead,

Plaintiffs 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com), call the Settlement Administrator's toll-free telephone number at 1 (844) 697-7316, or send an email to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com).

## 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 Plaintiffs' 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.

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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) 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 January 20, 2026**. Claim Forms may be submitted online at [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1 (844) 697-7316 or by writing to:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by January 20, 2026.**

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1 (844) 697-7316, by writing to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com), or to:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) before the deadline for you to object to or opt out of the Settlement.

## 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 December 8, 2025**:

HNA Data Incident Settlement Administrator  
Exclusions  
P.O. Box 1348  
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

Montgomery County, PA). If your objection is submitted by mail, it must be **postmarked by December 8, 2025**.

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 **December 8, 2025**, with copies to the following address:

Class Counsel	Defendant's Counsel	Settlement Administrator
Nickolas J. Hagman <b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b> , 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603	Kristen W. Broz <b>Ballard Spahr LLP</b> , 1909 K Street, NW 12th Floor, Washington, DC 20006	HNA Data Incident Settlement Administrator P.O. Box 1348 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.

### **1. 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**

### **2. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **February 18, 2026**, at **9:00 AM EST** 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.

**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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com).

**23 Do you have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you 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 you 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com), by calling 1 (844) 697-7316, by writing to [info@HNADataSettlement.com](mailto:info@HNADataSettlement.com) or:

HNA Data Incident Settlement Administrator  
P.O. Box 1348  
Baton Rouge, LA 70821

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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

Questions? Go to [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call 1 (844) 697-7316

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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) and mail it to the Settlement Administrator, or you may call 1 (844) 697-7316 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 20, 2026**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 8, 2025**. If you want to stay in the Settlement, you can object by **December 8, 2025**. To learn how to exclude yourself or object, visit [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or call the toll-free number 1 (844) 697-7316 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **February 18, 2026 at 9:00 AM EST** 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 [www.HNADataSettlement.com](http://www.HNADataSettlement.com) or by calling toll free 1 (844) 697-7316.

## Exhibit C: Exclusions

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## Exclusion List

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

Count	Name	State	Date Received
1	Danee A. Harrod	MD	10/27/2025