



Case# 2024-15211-27 Docketed at Montgomery County Prothonotary on 02/18/2026 10:27 AM. Fee = \$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. E-Filed by: [REDACTED] on 02/18/2026 3:24 PM. Fee = \$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.

Representative, Cafferty Clobes Meriwether and Sprengel LLP as Settlement Class Counsel, and EAG Gulf Coast, LLC (“EisnerAmper”) as the Settlement Administrator;

**WHEREAS**, the Class conditionally certified the Settlement Class for settlement purposes only;

**WHEREAS**, the Court approved, and directed the dissemination of, the Notice of Settlement pursuant to the Notice Plan as the best notice practicable under the circumstances and comporting in all respects with Pa. R. Civ. P. 1712 and due process;

**WHEREAS**, said Notice Plan, as approved by this Court, was successfully effectuated in a timely and proper manner as confirmed by the Settlement Administrator and the Parties;

**WHEREAS**, the Court held the Final Fairness Hearing on February 18, 2026, at 9:00 a.m., to consider the fairness, reasonableness, and adequacy of the Settlement Agreement, has been advised of, and has carefully considered the submissions and arguments relating to the Settlement;

**WHEREAS**, the Court has reviewed and carefully considered all of the filed submissions relating to the proposed Settlement, including Plaintiff’s Motion for Final Approval of the Class Action Settlement and exhibits thereto (the “Motion”), Plaintiff’s Motion for an Award of Attorneys’ Fees, Costs and Expenses, and Service Award (the “Fee Petition”), the Settlement Agreement and its exhibits, the objections to and requests for exclusion from the Settlement, the Declaration of Kevin Balhoff of EisnerAmper, and all other submissions and filings in this action.

**IT IS ORDERED AND ADJUDGED AS FOLLOWS:**

1. The Court hereby grants final approval of the Settlement Agreement and all of the terms and provisions of the Settlement Agreement. The Court finds that the Settlement is fair, reasonable and adequate, and in all respects satisfies the requirements of Pa. R. Civ. P. 1702, 1709, 1712, 1714, and the applicable law.

2. With respect to the proposed Class, this Court has determined that, for purposes of settlement of the Action only, Plaintiff has satisfied each of the Rule 1702 prerequisites:

- a. the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable;
- b. there are questions of law or fact common to the Settlement Class;
- c. the claims and defenses of the Settlement Class Representative <sup>are</sup> typical of the claims and defenses of the Settlement Class;
- d. the Settlement Class Representative will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in Rule 1709;
- e. the class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708

3. Pursuant to Rule 1708, the Court also finds for settlement purposes that the questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual Members; that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy; that prosecution of claims by individual Settlement Class Members will create inconsistent adjudication; that there are no other related actions arising from the same Data Incident; and that the Court of Common Pleas of Montgomery County is the proper forum for this action.

4. The Notice Plan was timely and properly effectuated, and in all respects (i) satisfied the requirements of Pa. R. Civ. P. 1712 and due process; (ii) was the best practicable notice under the circumstances; (iii) reasonably apprised Settlement Class Members of the pendency of the action, the Settlement, and their rights including the right (and deadlines) to object to the proposed

Settlement, exclude themselves from the Settlement, and submit a claim under the Settlement; (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice, (v) adequately informed Settlement Class Members of their rights in the Action, and (vi) provided Class Members with reasonable and adequate time to object to the settlement, opt-out of the settlement, and file claims under the Settlement.

5. The Settlement was entered into as a result of vigorous and extensive arm's-length negotiations of highly disputed claims, among experienced class action counsel on both sides and with the assistance of an experienced and highly respected third-party neutral mediator at Mason ADR. The Settlement is not the product of collusion, and was entered into with a sufficient understanding by counsel of the strengths and weaknesses of their respective cases, and of the potential risks versus benefits of continued litigation, including but not limited to compelled arbitration, the ability to establish and/or extent of establishing liability, alleged damages, class certification, and maintenance of class certification through trial and appeal. In addition, the Court finds that the issues of Service Awards and Settlement Class Counsel's reasonable attorneys' fees and expenses were not discussed, and not agreed to by the Parties, until after the Parties and their counsel had reached agreement on the material terms of this Settlement, and were, likewise, without any collusion.

6. Consistent with the Preliminary Approval Order, the Court hereby grants class certification, for the purpose of settlement, to the following Settlement Class:

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

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

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

7. The Court reaffirms its appointments of Plaintiff Patricia Kidwell as Settlement Class Representative and Cafferty Clobes Meriwether and Sprengel LLP as Class Counsel for the Settlement Class. The Court finds that said Settlement Class Representative and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

8. The Court reaffirms its appointment of EAG Gulf Coast LLC as the Settlement Administrator to effectuate its duties and responsibilities set forth in the Settlement Agreement.

9. Settlement Class Members were duly afforded a reasonable and ample opportunity to object to or request exclusion from the Settlement, and were duly advised of the deadlines and procedures for doing so. The Settlement Administrator received only one request for exclusion and no objections. The Court finds that absence of objections and the single request for exclusion demonstrate that the Settlement Class Members overwhelmingly favors the Settlement, and further supports the finding herein that the Settlement is fair, reasonable, adequate, and warranting of final approval by this Court.

10. The Court finds the request for exclusion filed by the individual identified in **Exhibit 1**, attached hereto and incorporated by reference, was submitted timely and properly requests exclusion from the Settlement Class, and is not bound by the terms of the Settlement Agreement or this Final Order.

11. Settlement Class Members who did not validly and timely request exclusion (or opt out) from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against the Released Parties.

12. The Parties and all Settlement Class Members are hereby bound in all respects by the terms and conditions of the Settlement Agreement, including but not limited to the claims in the Release against all Released Parties contained therein.

13. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms and provisions.

14. The Action is hereby dismissed with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against the Released Persons. The <sup>Prothonotary</sup> Clerk of Court is directed to close this docket.

15. Upon the Effective Date, the Plaintiff shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged all Released Parties from all claims in the Release as set forth in the Settlement Agreement.

16. Neither this Settlement, its negotiations, any agreements, documents and submissions relating thereto, nor this Final Approval Order and Judgment or any finding contained herein, shall in any way constitute, or be argued or deemed to constitute, evidence of, or any admission by any Party as to, the merits of any allegation or claim that was or could have been asserted in this Action, nor shall it, in any way, or anywhere, be deemed, construed, argued as, admitted as, or in any way used as, any admission of, or as any evidence of, any fact, claim, factual

or legal issue, liability, wrongdoing or responsibility on the part of the Defendant or any Released Party, or of any violation or breach of any statute, law, rule, regulation, principle of common law or equity, or of any duty or obligation whatsoever on the part of the Defendant or any Released Party. This Final Approval Order and Judgment and the Settlement shall not be offered or be admissible as evidence against the Defendant, any of the Released Parties, or the Plaintiff, and shall not be cited or referred to in any action or proceeding (judicial, administrative, arbitral, or otherwise) except to enforce the terms of the Settlement Agreement and/or this Final Order and Judgment including the Release of claims against the Defendant and the Released Parties.

17. Plaintiff and each and every Settlement Class Member, and any person or entity acting or purporting to act on behalf of any said Settlement Class Member, ~~is~~/are hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or in any way enforcing any claim in the Release against Defendant and/or any of the Released Parties (including, without limitation, in any individual, class/putative class, representative or other action or proceeding, directly or indirectly, in any judicial, administrative, arbitral, or other forum). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Approval Order and Judgment, and this Court's authority to enforce and effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, this provision will not bar any communications with, or compliance with requests or inquiries from, any governmental authorities.

18. The Court approves payment of attorneys' fees of \$208,333.33, and expenses to Class Counsel in the amount of \$3,756.90. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the

materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs, and expenses, finds the award of attorneys' fees, costs, and expenses appropriate and reasonable. First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

19. The Court approves the Service Award in the amount of \$2,500.00 for the Class Representative Patricia Kidwell, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

20. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Persons of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Persons. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.



# EXHIBIT 1

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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