

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY**

ALAYNA WOODS, JENNIFER NELSON on behalf of herself and her minor child, E.N.-H., DANA BERKLEY on behalf of her minor child, M.B., JAMELLA MONTGOMERY, SUSAN HALL, ARGIRO TZIAKAS, and CHRISTINA KOVALSKY, on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

ALBANY ENT & ALLERGY SERVICES, PC,

Defendant.

Index No. 904730-23

DECLARATION OF DANIEL O. HERRERA IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Daniel O. Herrera, hereby make the following declaration:

1. I am over 21 years of age and competent to testify to the facts set forth in this Declaration based upon my personal knowledge.

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

3. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed concurrently herewith.

4. A true and correct copy of the Settlement Agreement ("Agreement" or "S.A.") is attached hereto as **Exhibit 1**. Attached to the Settlement Agreement are the following exhibits:

¹ The Court appointed Danielle L. Perry of Mason LLP, Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP, and William B. Federman of Federman & Sherwood as Interim Co-Lead Class Counsel (hereinafter referred to as "Class Counsel"). Doc. No. 20.

Exhibit A: Long Form Notice; **Exhibit B:** Short Form Notice; **Exhibit C:** Claim Form; and **Exhibit D:** [Proposed] Preliminary Approval Order.

I. INITIAL INVESTIGATION AND COMMUNICATIONS

5. On and around May 23, 2023, Defendant Albany ENT (“AENT” or “Defendant”) sent Notice of Data Breach letters to affected individuals, notifying them that AENT had suffered a data breach between March 23, 2023 and April 4, 2023 (the “Data Breach” or “Breach”). After learning of the Data Breach, Class Counsel began investigating the incident by collecting available information from public sources and interviewing impacted individuals.

6. The initial investigation into the facts and circumstances of the alleged Data Breach revealed that the Data Breach likely involved the Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) of at least 224,486 individuals contained in AENT’s computer network.

7. On June 1, 2023, *Woods v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23, was filed in the New York Supreme Court for Albany County. On June 8, 2023, *M.B. ex rel. Berkley v. Albany ENT & Allergy Services, P.C.*, Index No. 904919-23, was filed in the New York Supreme Court for Albany County. On June 13, 2023, *Montgomery v. Albany ENT & Allergy Services, P.C.*, Index No. 905088-2, was filed in the New York Supreme Court for Albany County, and on June 14, 2023, *Hall v. Albany ENT & Allergy Services, P.C.*, Index No. 905162-23, was filed in the New York Supreme Court for Albany County. These cases were consolidated on July 7, 2023, under the caption *Woods, et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23. Doc No. 20.

8. The Court appointed Danielle L. Perry of Mason LLP, Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP, and William B. Federman of Federman & Sherwood as Interim Co-Lead Class Counsel. Doc. No. 20.

9. The Corrected Consolidated Amended Class Action Complaint (“Consolidated Complaint”) was filed on August 29, 2023, and asserted the following claims for relief against AENT: (i) negligence; (ii) negligence *per se*; (iii) breach of contract; (iv) breach of implied contract; (v) violations of the New York General Business Law § 349; and (vi) unjust enrichment. Doc. No. 22.

II. THE CLASS SETTLEMENT

A. *History of Negotiations*

10. Shortly after Plaintiffs filed the Consolidated Complaint, Interim Co-Lead Class Counsel and counsel for AENT began settlement discussions, which involved the exchange of informal discovery to determine the details and scope of the Data Breach.

11. On February 8, 2024, Interim Co-Lead Class Counsel and AENT engaged in an arm’s-length, full-day remote mediation session mediated by the Honorable Wayne Andersen (Ret.). The Parties reached a settlement in principal and, for several weeks after, continued to negotiate in good faith and at arms’ length the finer points of the settlement and drafted the Settlement Agreement and accompanying Notice documents and exhibits.

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

13. The Settlement Agreement with its various exhibits was executed on April 12, 2024.

B. Settlement Benefits

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

15. Each Settlement Class Member will be entitled to receive up to \$7,500.00 for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses suffered as a result of the Data Breach. S.A. ¶ 2.1.1. In lieu of compensation for Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses, Settlement Class Members may elect to receive a one-time cash payment of \$50.00. *Id.* ¶ 2.1.2.

16. In addition to and regardless of whether Settlement Class Members submit a claim for monetary benefits, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services through Postlethwaite & Netterville, APAC. *Id.* ¶ 2.2. This package includes real time monitoring for all three credit bureaus (Experian, Equifax, and Transunion), dark web monitoring, public record monitoring, medical identity monitoring, identity theft insurance of at least \$1 million and access to fraud resolution agents. *Id.*

17. AENT also agreed to implement additional security measures to prevent a similar breach from occurring again. *Id.* ¶ 2.3. These changes, which are estimated to cost at least \$300,000, will include: implementation of enhanced multi-factor authentication, engagement with recognized third-party vendors for managed detection and response, adoption of additional encryption technologies, implementation of improved log retention and monitoring policies; and creation of an incident response plan. *Id.*

C. Release

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

19. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims related to the Data Breach. *Id.* ¶ 5.2.

D. Notice

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

21. A Short Form Notice that will be mailed to Settlement Class Members. S.A. at Ex. A The Short Form Notice provides clear, concise information about the Settlement. *Id.* Additionally, the Claims Administrator will create a Settlement Website will allow Settlement Class Members to view important documents related to the Settlement, including the Long Form Notice and Claim Form. *Id.* ¶ 3.2.

22. The Notice Program is intended to reach as many potential Settlement Class Members as possible, is designed to be “reasonable notice of the commencement of a class action.” As such, the Notice Program set forth in the Settlement Agreement comports with N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908.

E. Exclusions and Objections

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

24. The timing with regard to objections and exclusions is structured to give Class Members sufficient time to review the Settlement documents—including Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards, which will be filed fourteen (14) days prior to the deadline for Class Members to object or exclude themselves from the Settlement. S.A. ¶¶ 4–5.

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

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

27. Any Settlement Class Member who fails to comply with the requirements for objecting set forth in Settlement Agreement shall waive any objections. *Id.* ¶ 5.2.

28. All Settlement Class members who file to properly or timely request to be excluded from the Settlement Class shall be bound by the terms of the Settlement. *Id.* ¶ 4.2.

F. Service Awards, Fees, and Costs

29. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service awards to Class Representatives until after the substantive terms of the settlement had been agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and a service award to Class Representatives as may be agreed to by Defendant and proposed Class Counsel and/or as ordered by the Court.

30. The Settlement Agreement contemplates a reasonable service award for Class Representatives of \$1,000 each, subject to approval of the Court. *Id.* ¶ 7.3. The Service Award is meant to recognize Plaintiffs for their effort on behalf of the Class, including assisting in the investigation of the case, reviewing the pleadings, answering counsel's many questions, and reviewing the terms of the Settlement Agreement. The Class Representatives were not promised a service award, nor did they condition their representation on the expectation of a service award.

31. Further, Settlement Class Representatives do not have any interests antagonistic to other class members and have retained lawyers who are abundantly qualified and experienced, satisfying the adequacy requirement.

32. Proposed Class Counsel have diligently identified, investigated, and prosecuted the claims in this matter, have dedicated substantial resources to the investigation and litigation of those claims, and have successfully negotiated the Settlement of this matter to the benefit of Plaintiffs and Settlement Class Members. Accordingly, Proposed Class Counsel will submit a separate motion seeking attorneys' fees, costs, and Plaintiff's Service Awards 14 days prior to Settlement Class Members' deadline to exclude themselves from the Settlement Class or to object to the Settlement Agreement. Plaintiffs will request an award of attorneys' fees, costs, and expenses not to exceed \$415,000.00. *Id.* ¶ 7.2.

33. In my opinion, and in the opinion of Class Counsel, the Settlement is fair, reasonable, and adequate and provides significant benefits for Plaintiffs and approximately 224,486 Settlement Class Members. I strongly support the Settlement. Plaintiffs also strongly support this Settlement.

G. *Class Counsel's Qualifications*

34. Danielle L. Perry of Mason LLP, Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP, and William B. Federman of Federman & Sherwood seek appointment as Class Counsel for the proposed Settlement Class.

Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP

35. Cafferty Clobes is a leading, national class action firm with offices in Chicago, Illinois, Media, Pennsylvania, and Ann Arbor, Michigan, and decades of experience leading and handling complex consumer, antitrust, commodities, securities, employment and other commercial

class actions both in Illinois and across the country. *See e.g., In re Disposable Contact Lens Antitrust Litig.*, MDL No. 2626 (M.D. Fla.) (Cafferty Clobes serves on Defendant Discovery Committee in action in which \$36 million in settlements have been reached with three of five defendants while the parties prepare for trial); *In re Behr DeckOver Marketing, Sales Practices, and Products Liability Litig.*, No. 17-cv-4464 (N.D. Ill.) (uncapped settlement entitling class members to 75% of all documented repair costs); *Sharp v. Watts Regulator Co.*, No. 8:16CV200, 2017 WL 1373860, at *3 (D. Neb. Apr. 13, 2017) (\$14 million settlement); *Klug v. Watts Regulator Co.*, No. 8:15CV61, 2017 WL 1373857, at *3 (D. Neb. Apr. 13, 2017) (\$4 million settlement); *In re Autoparts Antitrust Litig.*, MDL No. 2311 (E.D. Mich.) (representing Cafferty Clobes on Plaintiffs' Discovery Committee in multidistrict litigation that has secured more than \$1.2 billion in settlements for affected vehicle owners); *Traxler v. PPG Indus., Inc.*, No. 15-cv-00912 (N.D. Ohio) (\$6.5 million settlement in deck resurfacer class action).

36. Cafferty Clobes' experience also extends to cases like the instant action, which arise from violations of consumers' privacy rights. *See e.g., In re TikTok, Inc. Consumer Privacy Litig.*, MDL No. 2948 (N.D. Ill.) (Mr. Herrera and Cafferty Clobes were responsible for drafting pleadings and discovery leading to a \$92 million settlement); *Carroll v. Crème de la Crème, Inc.*, No. 17-CH-1624 (Cook County Cir. Ct.) (Cafferty Clobes appointed Co-Lead Counsel and obtained a settlement providing significant relief, including requiring the defendant to change its biometric collection and storage practices); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592-AG-DFM, (C.D. Cal.) (\$22 million class settlement—valued at more than \$170 million when factoring non-monetary relief—arising out of a breach of consumers' personally identifiable information); *In re Premera Blue Cross Customer Data Security Breach Litig.*, 3:15-md-2633-SI (D. Or.) (\$32 million data breach settlement—total value in excess of \$148 million); *In re*

California Pizza Kitchen Data Breach Litig., No. 8:21-cv-01928 (C.D. Cal.) (appointing Cafferty Clobes and Milberg as Settlement Class Counsel, and approving the settlement that provided monetary reimbursement for ordinary losses (including lost time), extraordinary losses, two years of credit monitoring, and required defendant to change business practices); *Hough v. Navistar, Inc.*, No. 2021L001161 (DuPage County Cir. Ct.) (Cafferty Clobes appointed Co-Lead Counsel and obtained a \$1.25 million settlement that also included, free identity theft protection services, and required defendant to change its data security practices).

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

Danielle L. Perry of Mason LLP

38. Danielle L. Perry is a partner at Mason LLP and offers nearly a decade of class action litigation experience to the benefit of her clients. Graduating from the University of California, Berkeley in 2010 and from Loyola Law School, Los Angeles in 2013, Ms. Perry is

licensed to practice in the State of California, District of Columbia, and in numerous federal district courts across the country as well as the U.S. Court of Federal Claims, and the Fifth, Seventh, and Federal Circuit Courts of Appeals. While Ms. Perry originally focused her career on employment law class actions, after her first few years of practice she expanded her experience and resume to cover numerous data breach and consumer class actions as well. Ms. Perry, either as an individual or as a member of her firm, has been named class counsel or appointed to leadership positions in numerous data breach class actions including most recently: *Rasmussen et al. v. Uintah Basin Healthcare*, Case No. 2:23-cv-00322 (D. Utah) (appointed Interim Co-Lead Counsel June 2023); *In re NCB Management Services, Inc. Data Breach Litigation*, Case No. 23-1236 (E.D. Pa.) (appointed to the Plaintiffs' Steering Committee, June 2023); *In re Flagstar December 2021 Data Security Incident Litigation*, Case No. 22-cv-11385 (E.D. Mich.) (appointed to the Plaintiffs' Executive Committee, May 2023); *Rodriguez v. Mena Regional Health System*, Case No. 2:23-cv-02002 (W.D. Ark.) (appointed Co-Lead Counsel, Apr. 2023); *Anderson v. Fortra, LLC*, Case No. 23-cv-533 (Dist. Minn.) (appointed to the Executive Committee, Apr. 2023); *Nelson et al. v. Connexin Software Inc., d/b/a Office Practicum*, Case No. 2:22-cv-04676 (E.D. Penn.) (appointed to the Plaintiffs' Steering Committee, Apr. 2023); *Colston et al. v. Envision Credit Union*, Case No. 2022CA1476 (2d. Jud. Cir. For Leon County, Fl.) (appointed class counsel, final approval granted Apr. 2023); *Dekenipp v. Gastroenterology Consultants, P.A.*, Case No. 202161470 (295th District Court for Harris County, Texas) (appointed class counsel, final approval granted Nov. 2022); *Richardson v. Overlake Hosp. Med. Ctr., et al.*, No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty.) (appointed class counsel, final approval granted Sept. 2021); *Cece, et al. v. St. Mary's Health Care Sys., Inc., et al.*, No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty.) (appointed class counsel, final approval granted Apr. 2022).

39. The attorneys at Mason LLP, including Ms. Perry, have a long history of successfully and efficiently providing leadership and prosecuting data breach class action cases. *See, e.g., In re U.S. Off. Of Pers. Mgmt. Data Security Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (firm partner as liaison counsel, final approval of a \$63 million settlement fund granted in October 2022); *Farley, et al. v. Eye Care Leaders*, Case No. 1:22-cv-468 (pending in the M.D. N.C.) (firm partner as co-lead counsel); *Guy, et al. v. Convergent Outsourcing, Inc.*, Case 2:22-cv-01558 (pending in WD Wash.) (firm partner as co-lead counsel); *Alvarado, et al. v. JDC Healthcare Management, LLC*, Case No. DC-22-03137 (pending District Court of Dallas County, Texas) (firm partner as co-lead counsel); and *Tucker, et al. v. Marietta Area Health Care*, Case No. 2:22-cv-00184 (preliminary approval granted June 2023 in the S.D. Ohio) (firm partner as co-lead counsel).

40. Ms. Perry also has extensive experience providing support to appointed committees in MDL cases across the country. *See, e.g., In re Deva Concepts Prods. Liab. Litig.*, No. 1:20-cv-01234-GHW (S.D.N.Y.) (final approval granted Jan. 3, 2022) (Mason LLP served as Co-Lead Counsel and Ms. Perry undertook significant work including leading client interviews, and preparing settlement and settlement approval papers); *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, No. 2:19-md-02887, MDL No. 2887 (D. Kan.) (final approval granted Oct. 2021); *In re Marriott Int'l Inc., Customer Data Sec. Breach Litig.*, No. 8:19-md-02879 (D. Md.) (Ms. Perry contributed to the plaintiff interview process and drafting of the consolidated amended complaint). Ms. Perry is also appointed to the Leadership Development Committee in *In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig.*, No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022), where she works closely with Lead Counsel in all areas of litigation. Attached as **Exhibit 3** is a true and correct copy of Mason LLP's firm resume.

William B. Federman of Federman & Sherwood

41. Mr. Federman is a member of the New York Bar, and the founder and managing member of Federman & Sherwood. Mr. Federman has more than forty (40) years of diverse, hands-on, trial and appellate experience in the areas of complex financial fraud litigation, commercial litigation, consumer litigation, data breach litigation, and class action litigation. Mr. Federman has represented both plaintiffs and defendants in federal courts, state courts, and arbitration forums across the United States. To date, Mr. Federman has litigated hundreds of class action cases demonstrating he has the skill, knowledge, and experience necessary to see this case through completion.

42. The law firm of Federman & Sherwood has served as lead or co-lead counsel in over sixty class actions (consumer and financial matters) including MDL proceedings, working with a multitude of law firms across the country. A brief summary of the cases Mr. Federman has worked on include: *Aguirre, et al. v. Hello Products*, No. 1:19-cv-09577-SDA (S.D.N.Y.) (lead counsel); *McFarlane et al. v. Altice USA, Inc.*, No. 20-cv-1297 (S.D.N.Y.) (lead counsel); *Michael Ouelette v. Sony Corporation of America, Inc., Sony Electronics, Inc. and Sony Corp.*, No. 1:09-cv-1939 (S.D.N.Y.) (lead counsel); *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litigation*, MDL No. 17-ml-2792-D (W.D. Okla.) (co-lead counsel); *Loritz v. Exide Technologies, et al.*, No. 2:13-cv-02607-SVW-E (C.D. Cal.) (lead counsel); *Angley v. UTi Worldwide, Inc., et al.*, No. 2:14-cv-02066-CBM-E (C.D. Cal.) (lead counsel); *Perez, et al. v. Izea, Inc., et al.*, No. 2:18-cv-02784-SVW-GJS (C.D. Cal.) (co-lead counsel); *Superconductor Technologies, Inc.*, No. CV-04-2680-DT-JTLX (consolidated with CV-04-2848-DT and CV-04-2927-DT) (C.D. Cal.) (lead counsel); and *Mulderrig, et al. v. Amyris, Inc.*, No. 19-cv-01765-YGR (N.D. Cal.) (lead counsel).

43. Moreover, Mr. Federman has recently served (or is currently serving) in leadership positions in similar data breach cases spanning across the nation, including: *In re Brinker Data Incident Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508, at *1 (M.D. Fla. Apr. 14, 2021), vacated in part sub nom. *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023) (co-lead class counsel); *Rose, et al. v. BHI Energy Services, LLC, et al.*, No. 1:23-cv-12513 (D. Mass.) (co-lead counsel); *Perez v. Carvin Wilson Software LLC*, No. CV-23-00792-PHX-SMM (D. Ariz.) (co-lead class counsel); *Bingaman, et al. v. Avem Health Partners, Inc.*, No. CIV-23-134-SLP (W.D. Okla.) (interim lead and liaison class counsel); *Okonski, et al. v. Progressive Casualty Insurance Company*, No. 1:23-cv-01548 (N.D. Ohio) (co-lead class counsel); *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litigation*, No. 1:23-cv-04249 (N.D. Ill.) (lead class counsel); *Sanders, et al., v. Ibex Global Solutions, Inc., et al.*, No. 1:22-cv-00591-TNM (D.D.C.) (co-lead settlement class counsel); *Mackey v. Belden, Inc.*, No. 4:21-cv-00149-JAR (E.D. Mo.) (co-lead settlement class counsel); *In re: Solara Medical Supplies Data Breach Litigation*, No. 3:19-cv-00284-H-KSC (S.D. Cal.) (co-lead class counsel); *M.S. and D.H. v. Med-Data, Inc.*, Case No. 4:22-cv-00187 (S.D. Tex.) (co-lead class counsel; settlement pending); *White v. Med. Rev. Inst. of Am., LLC*, No. 2:22-CV-00082-DAK-DAO (D. Utah July 22, 2022) (co-lead class counsel); *In re Snap Finance Data Breach Litig.*, No. 2:22-cv-00761-TS-JCB (D. Utah) (co-lead counsel); and *In re: Physician's Business Office Data Incident Litigation*, Case No. CC-54-2022-C-252 (Wood Cnty. Cir. Ct. of West Virginia) (co-lead class counsel). Attached as **Exhibit 4** is a true and correct copy of Federman & Sherwood's firm resume.

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

Date: April 18, 2024

/s/ Daniel O. Herrera

Daniel O. Herrera

EXHIBIT 1

This Settlement Agreement, dated as of the Effective Date, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Alayna Woods, Jennifer Nelson, on behalf of herself and her minor child, M.B., Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through Federman & Sherwood, Mason LLP, and Cafferty Clobes Meriwether & Sprengel LLP (“Class Counsel”), on the one hand; and (ii) Defendant Albany ENT & Allergy Services P.C. (“AENT”), by and through its counsel of record, Greenberg Traurig, LLP (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, between March 23 and April 2, 2023, ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems regarding approximately 224,486 individuals. The impacted files may include, but is not limited to, names, dates of birth, social security numbers, patient charts, and other medical treatment information.

WHEREAS, after AENT learned of the Security Incident, AENT notified its customers and employees that their Personal Information (defined below) may have been impacted by the Security Incident.

WHEREAS, after AENT sent its notice, several lawsuits were filed in state and federal court against AENT concerning the Security Incident. The federal cases were voluntarily dismissed, and ultimately, four putative class actions remained pending against AENT in the Supreme Court of New York, Albany County: (1) *Woods v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23; (2) *M.B. ex rel. Berkley v. Albany ENT & Allergy Services, P.C.*, Index No. 904919-23; (3) *Montgomery v. Albany ENT & Allergy Services, P.C.*, Index No. 905088-23; and (4) *Hall v. Albany ENT & Allergy Services, P.C.*, Index No. 905162-23 (the “Civil Actions”). On July 7, 2023, the Civil Actions were consolidated under the title *Woods, et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23.

WHEREAS, on August 29, 2023, the plaintiffs in the Civil Actions filed a Consolidated Amended Complaint, asserting the following claims: (i) negligence, (ii) negligence per se, (iii) breach of contract, (iv) breach of implied contract, (v) violations of New York General Business Law § 349, and (vi) unjust enrichment.

WHEREAS, AENT denies each and all of the claims and contentions alleged against it in the civil actions filed, any and all liability or wrongdoing of any kind, denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Civil Actions.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, on February 8, 2024, the Settling Parties engaged in an arm's-length, remote, full-day mediation session under the direction of the Honorable Wayne Andersen (Ret.) and reached an agreement in principle to resolve the Civil Actions, as outlined herein.

WHEREAS, AENT provided Class Counsel with certain additional factual information to aid in the mediation and agreed to provide further confirmatory information as required to confirm the scope of the class.

WHEREAS, AENT denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of AENT with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that AENT has asserted or would assert, or the requirements of New York Civil Practice Law and Rules 901, *et seq.* and whether the Representative Plaintiffs could satisfy those requirements.

WHEREAS, based on their substantial investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Security Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against AENT relating to the Security Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against AENT relating to the Security Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and AENT that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Civil Actions and the Released Claims shall be finally and fully compromised, settled, and released, and the Civil Actions shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

1. Definitions

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

- 1.1 "Agreement" or "Settlement Agreement" means this agreement.
- 1.2 "Claims Administration" means providing notice to the Settlement Class Members

and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

1.3 “Claims Administrator” means Postlethwaite & Netterville, APAC (“P&N”) a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below).

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Supreme Court of New York, Albany County.

1.8 “Security Incident” means the cybersecurity incident that Albany ENT & Allergy Services, P.C. became aware of in or around March and April 2023, and which gave rise to the Civil Actions.

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

1.10 “Judgment” means a judgment rendered by the Court.

1.11 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.12 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.13 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.15 “Personal Information” includes, but is not limited to, names, social security numbers, dates of birth, addresses, and patient charts that include medical histories and treatment information and may include driver’s license numbers.

1.16 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” means Alayna Woods, Jennifer Nelson, Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore.

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

1.18 “Class Counsel” means the law firms of Federman & Sherwood, Mason LLP, and Cafferty, Clobes, Meriwether & Sprengel LLC.

1.19 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of New York General Business Law § 349 and other state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Security Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against AENT.

1.20 “Released Parties” means AENT and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, and owners, and all of their attorneys, heirs, executors, administrators, insurers, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

1.21 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.22 “Settlement Class” means all individuals whose Personal Information was compromised in the Security Incident. The Settlement Class specifically excludes: (i) AENT, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; 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 criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

1.23 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.24 “Settlement Website” means the website described in ¶ 3.2.

1.25 “Settling Parties” means, collectively, AENT and Plaintiffs, individually and on behalf of the Settlement Class.

1.26 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibit A attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.27 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

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

1.28 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.29 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.4.

2. Settlement Benefits

2.1 Compensation for Ordinary and Extraordinary Losses.

2.1.1 Out-of-Pocket Losses and Unreimbursed Expenses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Data Incident, not to exceed \$7,500 per Settlement Class Member, that were incurred more likely than not as a result of the Security Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft; (ii) other fees for credit repair or similar services; (iii) and costs associated with freezing or unfreezing credit. To receive reimbursement for extraordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; and (3) the loss occurred between March 27, 2023, and the Claims Deadline.

2.1.2 Alternative Cash Payment. As an alternative to seeking reimbursement of out-of-pocket losses in 2.1.1, Settlement Class Members may receive a one-time cash payment of \$50.

2.1.3 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a

statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses, charges and/or losses claimed were both actually incurred and plausibly arose from the Security Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.1.4 Aggregate Cap on Claims for Out-of-Pocket Losses, Unreimbursed Expenses and Alternative Cash Payment. AENT's obligation to pay for reimbursement for out-of-pocket expenses and alternative cash payments under this ¶ 2.1 will not, under any circumstance, exceed \$550,000 in the aggregate. If the total of valid claims exceeds \$550,000.00, each claim shall be reduced *pro rata*. Nothing in this Settlement Agreement shall be construed as requiring AENT to provide, and AENT shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable under the Settlement Agreement. This aggregate cap shall not apply to the costs of business practice changes in ¶ 2.3, credit monitoring in ¶ 2.2, notice and claims administration, or attorneys' fees, costs, and service awards.

2.2 Credit Monitoring and Identity Theft Protection. In addition to, and regardless of whether they submit a claim for, the monetary benefits described in ¶ 2.1, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services through P&N. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (iv) identity theft insurance of at least \$1 million (no deductible); and (v) access to fraud resolution agents to help investigate and resolve identity thefts.

2.3 Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, AENT, has adopted, paid for, implemented, and will maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) implementation of enhanced multi-factor authentication; (ii) engagement with recognized third-party vendors for managed detection and response; (iii) adoption of additional encryption technologies; (iv) implementation of improved log retention and monitoring policies; and (v) creation of an incident response plan. AENT estimates that it, in total, it will spend approximately \$300,000 annually to implement and maintain the enhanced security measures provided for herein.

2.4 Dispute Resolution for Claims.

2.4.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the

claimed losses as a result of the Security Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.4.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-eight (28) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-eight (28) day deadline in which to comply; however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.4.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the claims referee.

2.4.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Security Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims

referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.5 Settlement Expenses. AENT will pay the following costs outside of the aggregate cap identified in ¶ 2.1.4: the costs of credit monitoring and identity theft protection described in ¶ 2.2; the costs of dispute resolution described in ¶ 2.4; attorneys' fees and costs, as well as service awards described in the subsections of ¶ 7; and the costs of claims administration described under ¶¶ 8.1, 8.2, and 8.3.

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

3. Preliminary Approval and Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Co-Lead Counsel and counsel for AENT shall jointly submit this Settlement Agreement to the Court, and Proposed Co-Lead Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Federman & Sherwood, Mason LLP, and Clobes, Cafferty, Meriwether & Sprengel LLP as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

3.2 AENT shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by AENT as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of New York Civil Practice Law and Rules 901, *et seq.* and constitutional due process requirements. The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The Notice Program shall commence within 15 days of the entry of the Preliminary Approval Order and shall be completed within 45 days of the entry of the Preliminary Approval Order.

3.3 Class Counsel and AENT's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling

within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, Albany County Courthouse, Room 102, 16 Eagle Street, Albany, NY 12207, and contain the case name and docket number for *Woods et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23, no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2, and served concurrently therewith upon Class Counsel, Daniel O. Herrera, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle St., Suite 3210, Chicago, IL 60602 and counsel for AENT, Christopher Dodrill, Greenberg Traurig, LLP, 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201.

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

6. Releases

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

provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, AENT shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses AENT may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither AENT nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

7. Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that AENT would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. AENT and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Class Counsel may petition the court for attorneys' fees, inclusive of any costs and expenses of the Litigation, in an amount not to exceed \$415,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among them.

7.3 Subject to Court approval, AENT has agreed not to object to a request for a service award in the amount of \$1,000 to each named Plaintiff.

7.4 If awarded by the Court, AENT shall pay the attorneys' fees, costs, expenses, and service awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within thirty (30) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3. The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap in ¶ 2.1.4.

7.5 Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for

cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. Class Counsel and AENT shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by AENT shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

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

8.4 No Person shall have any claim against the Claims Administrator, claims referee, AENT, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or AENT's counsel based on distributions of benefits to Settlement Class Members or any alleged failure by AENT to implement the business practice changes in ¶ 2.3.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and counsel for AENT.

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

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein;
- c) the Judgment has become Final, as defined in ¶ 1.09; and
- d) the number of Opt-Outs is fewer than indicated in the Parties' separate filing under seal with the Court.

9.2 If all conditions specified in ¶ 9.1(a)-(c) hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.5 unless Class Counsel and counsel for AENT mutually agree in writing to proceed with the Settlement Agreement.

9.3 If the condition in Paragraph 9.1(d) does not occur (*i.e.*, if the number of Opt-Outs is greater than indicated in the Settling Parties' separate filing under seal with the Court), AENT, in its sole discretion, shall have the right to terminate this Class Settlement Agreement by notifying Class Counsel and the Court in writing that it has elected to void this Settlement Agreement. If AENT voids the Settlement Agreement pursuant to this paragraph, AENT shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards, and shall not, at any time, seek recovery of such expenses from any other party to the Litigation or from counsel to any other party to the Litigation.

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

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

10. Miscellaneous

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

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such

party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

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

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

10.5 This Agreement contains the entire understanding between AENT and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between AENT and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between AENT and Plaintiffs. Any agreements reached between AENT, Plaintiffs, and any third party, are expressly excluded from this provision.

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

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

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

10.9 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the

Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

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

10.12 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and AENT shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

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

[Remainder of page intentionally left blank; Signature page to follow]

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

William B. Federman
/s/ _____
William B. Federman
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10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Tel: (405) 235-1560
wbf@federmanlaw.com

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Attorneys for Defendant

/s/ _____
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Tel: (312) 782-4880
dherrera@caffertyclobes.com

Co-Lead Counsel for Plaintiffs

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY**

ALAYNA WOODS, JENNIFER NELSON,
on behalf of herself and on behalf of her minor
child, **E.N.-H., DANA BERKLEY** on behalf
of her minor child, **M.B., JAMELLA**
MONTGOMERY, SUSAN HALL,
ARGIRO TZIAKAS, CHRISTINA
KOVALSKY, and **ANDRE BLAKEMORE-**
BELL, on behalf of themselves and all others
similarly situated,

Index No. 904730-23

Plaintiffs,

-against-

**ALBANY ENT & ALLERGY SERVICES,
PC,**

Defendant.

CONFIDENTIAL AGREEMENT TO BE FILED UNDER SEAL

Pursuant to Section 9.1 and 9.3 of the Settlement Agreement reached in *Woods v. Albany ENT & Allergy Services, PC*, Index No. 904730-23, this confidential Agreement is made by and among the Parties to the Settlement Agreement:

All capitalized terms in this Confidential Agreement have the same meanings as in the Settlement Agreement. Defendant shall have the option to withdraw from the Settlement Agreement and to render it null and void pursuant to Section 9.1 and 9.3 of the Settlement Agreement if within ten (10) days after the Opt-Out Date (as approved by the Court), two-hundred and twenty-five (225) or more Settlement Class Members have validly opted out of the Settlement Class.

IN WITNESS WHEREOF, the Parties have executed and caused this confidential Supplemental Agreement to be executed by their duly authorized attorneys below.

William B. Federman

/s/ _____
William B. Federman
Federman & Sherwood

/s/ *Christopher S. Dodrill*
Christopher S. Dodrill
Greenberg Traurig, LLP

10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Tel: (405) 235-1560
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Danielle L. Perry

/s/

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/s/

Daniel O. Herrera
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Attorneys for Defendant

EXHIBIT A

Court Approved Legal Notice

Woods et al. v. Albany ENT & Allergy Services, P.C.
Index No. 904730-23 (Supreme Court of New York, Albany County)

If you received notice from Albany ENT & Allergy Services P.C. (“AENT”) concerning a Security Incident, you may be eligible for benefits from a class action settlement.

*A Court has authorized this notice. It is not a solicitation from a lawyer.
Para una notificación en Español, visitar www.SettlementWebsite.com.*

A settlement has been reached in a class action lawsuit against Albany ENT & Allergy Services P.C. (“Defendant” or “AENT”) relating to a cybersecurity incident as alleged in the Complaint, whereby ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems. The impacted files may include, but is not limited to, names, dates of birth, Social Security numbers, patient charts, and other medical treatment information.

Who Is Included? You are in the Settlement Class as a Settlement Class Member if your Personal Information was compromised as a result of the cybersecurity incident that AENT became aware of in or around March and April 2023 (the “Security Incident”). If you received mailed notice of this settlement, Defendant’s records indicate that you are a Settlement Class Member.

What Does The Settlement Provide? Settlement Class Members can claim either (1) **Extraordinary Out-of-Pocket Losses** of up to \$7,500 for reimbursement for certain documented losses, *i.e.*, money spent or lost, as a result of the Security Incident, or an (2) **Alternative Cash Payment** of \$50. In order to claim reimbursement for documented Extraordinary Out-of-Pocket Losses, you must provide related documentation with the Claim Form.

In addition to, and regardless of whether you submit a claim for, the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.

More information about the benefits provided by this settlement can be found in the Long Notice and Settlement Agreement available on the Settlement Website or by calling [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

How To Get Benefits. The only way to receive benefits is to file a claim. To file your claim online, or to get a paper Claim Form, visit the website at www.SettlementWebsite.com or call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX). To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before **Month DD, 2024**.

Your Other Options. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month DD, 2024**. If you stay in the settlement, you may object to it by **Month DD, 2024**. A

more detailed notice is available to explain how to exclude yourself or object. Please visit the Settlement Website or call **1-XXX-XXX-XXXX** for a copy of the more detailed notice.

The Final Fairness Hearing. The Court has scheduled a hearing in this case (*Woods et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23 (Supreme Court of New York, Albany County) for **Month DD, 2024**, to consider: whether to approve the settlement, service award, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at **www.SettlementWebsite.com**, or by calling toll free **1-XXX-XXX-XXXX**.

www.SettlementWebsite.com **1-XXX-XXX-XXXX**

EXHIBIT B

If you received notice from Albany ENT & Allergy Services P.C. (“AENT”) concerning a Security Incident, you may be eligible for benefits from a class action settlement.

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

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

Para una notificación en Español, visitar www.SettlementWebsite.com.

- A settlement has been reached in a class action lawsuit against Albany ENT & Allergy Services P.C. (“Defendant” or “AENT”) relating to a cybersecurity incident as alleged in the Complaint, whereby ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems. The impacted files may include, but are not limited to, names, dates of birth, Social Security numbers, patient charts, and other medical treatment information.
- The Settlement Class includes all individuals whose Personal Information was compromised in the Security Incident. Settlement Class Members are eligible to file claims for reimbursement of up to seven thousand five hundred dollars (**\$7,500**) for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Security Incident, or as an alternative to seeking reimbursement of out-of-pocket expenses, Settlement Class Members may receive a one-time cash payment of fifty dollars (**\$50**). In addition to, and regardless of whether you submit a claim for the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: MONTH DD, 2024	<p>Submitting a Claim Form is the only way that you can receive settlement benefits provided by this settlement, including, documented Extraordinary Out-of-Pocket Losses, an Alternative Cash Payment, or Credit Monitoring and Identity Theft Protection Services.</p> <p>If you submit a Claim Form, you will give up the right to sue AENT in a separate lawsuit about the legal claims this settlement resolves.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: MONTH DD, 2024	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against AENT for the claims this settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive settlement benefits from this settlement.</p>
OBJECT TO THE SETTLEMENT DEADLINE: MONTH DD, 2024	<p>You may object to the settlement by writing to the Court and informing it why you do not think the settlement should be approved.</p> <p>If you object, you may also file a Claim Form to receive settlement benefits, but you will give up the right to sue AENT in a separate lawsuit about the legal claims this settlement resolves.</p>
GO TO THE FINAL FAIRNESS HEARING DATE: MONTH DD, 2024	<p>You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Fairness Hearing.</p>
DO NOTHING	<p>If you do nothing, you will not receive settlement benefits and you will give up your rights to sue AENT and certain Released Parties for the claims this settlement resolves.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at www.SettlementWebsite.com, or call 1-XXX-XXX-XXXX.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

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

BASIC INFORMATION**1. Why is this notice being provided?**

The Court authorized this notice because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the settlement. If the Court approves the settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the settlement allows. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Supreme Court of New York, Albany County. The case is known as *Woods, et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23 (the “Civil Actions”). The individuals who filed the lawsuit are called the Plaintiffs and the entity they sued is called the Defendant. Plaintiffs and Defendant agreed to this settlement.

2. What is this lawsuit about?

The lawsuit claims that the Defendant was responsible for the Security Incident. Plaintiffs, allege that between March 23, and April 2, 2023, ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems (the “Security Incident”). The impacted files may include, but are not limited to, names, dates of birth, Social Security numbers, patient charts, and other medical treatment information.

AENT denies each and all of the claims and contentions alleged against it in the Civil Actions filed, any and all liability or wrongdoing of any kind, denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Civil Actions.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Alayna Woods, Jennifer Nelson, Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore) sue on behalf of people who have similar claims. Together, all these people are called Settlement Class Members or Members. One court and one judge resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The class representatives and their attorneys think the settlement is best for the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?**5. How do I know if I am part of the settlement?**

You are in the Settlement Class as a Settlement Class Member if your Personal Information was compromised in the Security Incident. If you received mailed notice of this settlement, you are a Settlement Class Member, and your legal rights are affected by this settlement. If you have any questions as to whether you are a Settlement Class Member, you may contact the Claims Administrator by calling **1-XXX-XXX-XXXX**, by emailing **info@SettlementWebsite.com**, or by visiting **www.SettlementWebsite.com**.

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

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

Yes. The Settlement Class specifically excludes: (i) AENT, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; 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 criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**7. What does the settlement provide?**

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following Settlement Benefits:

1. Cash payments of up to \$7,500 per Class Member for reimbursement of Extraordinary Out-of-Pocket Losses;

OR

2. As an alternative to seeking reimbursement of out-of-pocket losses, Settlement Class Members may receive a one-time cash payment of \$50.

In addition to, and regardless of whether you submit a claim for, the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.

The settlement also provides that Defendant has adopted, paid for, implemented, and will maintain business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) implementation of enhanced multi-factor authentication; (ii) engagement with recognized third-party vendors for managed detection and response; (iii) adoption of additional encryption technologies; (iv) implementation of improved log retention and monitoring policies; and (v) creation of an incident response plan.

AENT's obligation to pay for reimbursement for out-of-pocket expenses and alternative cash payments will not, under any circumstance, exceed \$550,000 in the aggregate. If the total of valid claims exceeds \$550,000.00, each claim shall be reduced pro rata. This aggregate cap shall not apply to the costs of business practice changes, credit monitoring, notice and claims administration, or attorneys' fees, costs, and service awards.

8. What payments are available for Extraordinary Out-of-Pocket Losses?

All Settlement Class Members may elect to submit a Claim Form for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Security Incident, not to exceed \$7,500 per Settlement Class Member, that were incurred more likely than not as a result of the Security Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft; (ii) other fees for credit repair or similar services; (iii) and costs associated with freezing or unfreezing credit.

To receive reimbursement for extraordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; and (3) the loss occurred between March 27, 2023, and the **XXXXX (Claims Deadline)**.

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

9. What does Credit Monitoring and Identity Theft Protection Provide?

In addition to, and regardless of whether they submit a claim for, the monetary benefits described in question 7, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services through [Provider]. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (iv) identity theft insurance of at least \$1 million (no deductible); and (v) access to fraud resolution agents to help investigate and resolve identity thefts.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get benefits from the settlement?

To qualify for settlement benefits, you must complete and submit a Claim Form. You may submit a claim form online at www.SettlementWebsite.com and follow the instructions. Online Claim Forms must be submitted by **Month DD, 2024**. You may also download a paper Claim Form on the Settlement Website or call the Claims Administrator at **1-XXX-XXX-XXXX** to request a paper Claim Form be mailed to you. Claim Forms sent by mail must be by **postmarked by Month DD, 2024** to: Albany ENT Data Incident Claims Administrator P.O. Box XXXX Baton Rouge, LA 70821

If you have questions about the claim submission process you may call the Claims Administrator at **1-XXX-XXX-XXXX** or visit www.SettlementWebsite.com for more information.

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **XX:XX a.m.** on **Month DD, 2024** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

13. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want to receive benefits, you must submit a Claim Form online or postmarked by **Month DD, 2024**.

14. What am I giving up as part of the settlement?

If the settlement becomes final, you will give up your right to sue AENT for the claims being resolved by this settlement. You will be “releasing” AENT and all related people or entities (collectively, “Released Parties”) as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at www.SettlementWebsite.com.

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

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue AENT about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

15. If I exclude myself, can I still get payment from the settlement?

No. If you exclude yourself from the settlement, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

16. If I do not exclude myself, can I sue AENT for the same thing later?

No. Unless you exclude yourself from the settlement, you give up any right to sue AENT for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send written notice by mail stating that you want to be excluded from the settlement in *Woods et al. v. Albany ENT & Allergy Services, P.C.*. Your letter must include your name, address, telephone number and signature. Your letter must also clearly manifest your intent to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than **Month DD, 2024** to:

Albany ENT Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood, Danielle Perry of Mason LLP and Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

AENT will not object to a request for reasonable attorneys’ fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. Class counsel may petition the Court for attorneys’ fees, inclusive of any costs and expenses of the settlement in an amount not to exceed \$415,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys’ fees, costs, and expenses awarded by the Court among them. Subject to Court approval, AENT has agreed not to object to a request for a service award in the amount of \$1,000 to each named Plaintiff.

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

The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap for out-of-pocket expenses and alternative cash payments. Class Counsel's application for attorneys' fees and expenses, and Plaintiff's service award, will be made available on the Settlement Website at www.SettlementWebsite.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

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

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object to the settlement in *Woods et al. v. Albany ENT & Allergy Services, P.C.*, you must file a written notice with the Clerk of the Court by **Month DD, 2024**.

Your objection must include:

- (a) the case name and docket number ("*Woods et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23");
- (b) your full name, current mailing address, telephone number, and e-mail address (if any);
- (c) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident);
- (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (e) a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class
- (f) the identity of any and all attorneys representing you;
- (g) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing;
- (h) a list of all settlements to which you and/or your attorneys have objected in the preceding three (3) years; and
- (i) your signature or your attorney's signature.

You must mail your objection postmarked no later than **Month DD, 2024** to:

Clerk of Court
Albany County Courthouse, Room 102
16 Eagle Street, Albany, NY 12207

You must also mail copies of the notice to Class Counsel and Defendant's Counsel.

You must also mail copies of your objection to Class Counsel and Defendant's Counsel postmarked no later than **Month DD, 2024**, at all of the addresses below.

CLASS COUNSEL	AENT's COUNSEL
Daniel O. Herrera Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle St., Suite 3210 Chicago, IL 60602 Tel: (312) 782-4880 dherrera@caffertyclobes.com	Christopher S. Dodrill Greenberg Traurig, LLP 2200 Ross Ave., Suite 5200 Dallas, TX 75201 Tel.: (214) 665-3681 Christopher.Dodrill@gtlaw.com

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

21. What is the difference between objecting to and excluding myself from the settlement?

Objecting is telling the Court that you do not like something about the settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this settlement. If you exclude yourself from the settlement, you have no basis to object or submit a Claim Form because the settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the settlement.

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

The Court will hold a Final Fairness Hearing at **XX:XX a.m.** on **Month DD, 2024**, in the Supreme Court of New York, Albany County, 16 Eagle Street, Albany, New York 12207. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service award to the Class Representatives.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING**25. What happens if I do nothing?**

If you do nothing, you will not receive any benefit from this settlement. If the Court approves the settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Litigation, resolved by this settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION**26. Are more details about the settlement available?**

Yes. This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.SettlementWebsite.com, or by writing to the Albany ENT Data Incident Claims Administrator, P.O. Box **XXXX**, Baton Rouge, LA 70821.

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

27. How do I get more information?

Go to www.SettlementWebsite.com, call **1-XXX-XXX-XXXX**, or write to Albany ENT Data Incident Claims Administrator, P.O. Box **XXXX**, Baton Rouge, LA 70821.

*Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the settlement or claims process.*

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

EXHIBIT C

XXXX Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Your Claim Form Must Be Postmarked
By XXXX

Woods, et al. v. Albany ENT & Allergy Services, P.C.
Supreme Court of New York, Albany County, Index No. 904730-23

Claim Form

This Claim Form should be filled out if you received a Notice of a Security Incident from Albany ENT & Allergy Services P.C. ("AENT") concerning the cybersecurity incident that occurred when ransomware groups attacked AENT's computer systems and obtained patient and employee information from AENT's systems. The impacted files may include, but are not limited to, names, dates of birth, Social Security numbers, patient charts, and other medical treatment information.

As a Settlement Class Member, you have the option to choose from three benefits. You may select either (a) Extraordinary Out-of-Pocket Losses or the (b) Alternative Cash Payment as your monetary benefit. You may choose to add (c) Credit Monitoring and Identity Theft Protection to your monetary benefit selection, regardless of whether you submit a claim for monetary benefits.

- (a) Extraordinary Out-Of-Pocket Expenses: Up to \$7,500 in documented Out-of-Pocket Losses and lost time reimbursement.
Settlement Class members who suffered Extraordinary Out-of-Pocket Losses because of the Security Incident, and can provide supporting documentation, will be eligible for a payment of the proven amount of loss up to seven thousand five dollars (\$7,500.00). Extraordinary Out-of-Pocket Losses eligible for reimbursement must have been incurred between March 27, 2023 and the **Claims Deadline**.
- (b) Alternative Cash Payment: Settlement Class Members may receive a one-time cash payment of \$50.
As an alternative to seeking reimbursement for Extraordinary Out-of-Pocket Losses, Settlement Class Members may receive a one-time cash payment of \$50.
- (c) Credit Monitoring and Identity Theft Protection
In addition to one of the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.

This Claim Form may be submitted electronically via the Settlement Website at www.XXXXXX.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

XXXX Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

I. CLASS MEMBER NAME AND CONTACT INFORMATION.

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name*		Last Name*	
Mailing Address: Street Address/ P.O. Box (include Apartment/ Suite/ Floor Number)*			
City*		State*	Zip Code*
Email Address*			
Telephone Number*		Settlement Claim ID*	

II. EXTRAORDINARY OUT-OF-POCKET LOSSES UP TO \$7,500.

Check this box if you incurred Extraordinary Out-of-Pocket Losses as a result of the Security Incident.

Settlement Class Members are eligible for any documented and attested to Out-of-Pocket expenses directly associated with dealing with the Security Incident which occurred between March and April 2023, up to a total of \$7,500.00 per Settlement Class Member, upon submission of a valid Claim Form and supporting documentation.

Extraordinary Out-of-Pocket Losses included but not limited to: (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft; (ii) other fees for credit repair or similar services; (iii) and costs associated with freezing or unfreezing credit.

To receive reimbursement for extraordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; and (3) the loss occurred between March 27, 2023, and the **Claims Deadline**.

Total amount claimed for this category: \$.

Supporting documentation must be provided. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

III. ALTERNATIVE CASH PAYMENT.

Check this box if you wish to receive the Alternative Cash Payment.

As an alternative to seeking reimbursement of out-of-pocket losses, Settlement Class Members may receive a one-time cash payment of \$50.00.

IV. CREDIT MONITORING AND IDENTITY THEFT PROTECTION

Check this box if you wish to receive Credit Monitoring and Identity Theft Protection.

Settlement Class Members, regardless of whether they submit a claim for monetary benefits, may claim two (2) years of three-bureau credit monitoring and identity theft protection services. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (iv) identity theft insurance of at least \$1 million (no deductible); and (v) access to fraud resolution agents to help investigate and resolve identity thefts.

V. PAYMENT SELECTION.

Please select from one of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal
PayPal Account Email Address or Phone Number _____

Venmo
Venmo Account Email Address or Phone Number _____

Zelle
Zelle Account Email Address or Phone Number _____

Virtual Prepaid Card
Email Address _____

Physical Check: Payment will be mailed to the address provided above.

VI. ATTESTATION & SIGNATURE

I affirm that the information I have supplied in this Claim Form is true and correct to the best of my recollection, is being made under penalty of perjury, and that this form was executed on the date set forth below.

Signature _____ Print Name _____ Date _____

MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE

This claim must be:

Postmarked by XXXX XX, 202X and mailed to XXXX Settlement Administrator, P.O. Box XXXX, Baton Rouge, LA 70821; OR

Emailed by midnight on XXXX XX, 202X to info@XXXXXXXXXX.com; OR

Submitted through the Settlement Website by midnight on XXXX XX, 202X at www.XXXXXXXXXX.com.

VII. REMINDER CHECKLIST

1. Complete all sections of this Claim Form.
2. Sign and date the Claim Form in Section 2.
3. Enclose any Proof of Purchase documentation you may have.
4. Mail your completed Claim Form to the Class Administrator or submit your claim online at www.xxxxxxxxx.com. Please keep a copy of your completed Claim Form for your records.
5. It is your responsibility to notify the Class Administrator of any changes to your contact information after the submission of your Claim Form. You can update your contact information at www.xxxxxxxxx.com

EXHIBIT D

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY**

ALAYNA WOODS, JENNIFER NELSON,
on behalf of herself and on behalf of her
minor child, E.N.-H., DANA BERKLEY on
behalf of her minor child, M.B., JAMELLA
MONTGOMERY, SUSAN HALL, ARGIRO
TZIAKAS, CHRISTINA KOVALSKY, and
ANDREW BLAKEMORE, on behalf of
themselves and all others similarly situated,

Index No. 904730-23

Plaintiffs,

-against-

ALBANY ENT & ALLERGY SERVICES,
P.C.,

Defendant.

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, this is a consolidated action consisting of four putative class actions: (1) *Woods v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23; (2) *M.B. ex rel. Berkley v. Albany ENT & Allergy Services, P.C.*, Index No. 904919-23; (3) *Montgomery v. Albany ENT & Allergy Services, P.C.*, Index No. 905088-23; and (4) *Hall v. Albany ENT & Allergy Services, P.C.*, Index No. 905162-23 (the “Civil Actions”);

WHEREAS, Plaintiffs Alayna Woods, Jennifer Nelson, on behalf of herself and on behalf of her minor child, E.N.-H., Dana Berkley on behalf of her minor child, M.B., Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore, on behalf of themselves and all others similarly situated (collectively, “Plaintiffs”) and Defendant Albany ENT & Allergy Services, PC (“AENT” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that fully and finally settles the above-captioned litigation and

provides for a complete dismissal with prejudice for all claims arising out of the Security Incident that have been or could have been asserted against Defendant in the Civil Actions on the terms and conditions set forth in the Settlement Agreement, subject to and contingent on the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Article 9 of the Civil Practice Law and Rules, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Settlement Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Postlethwaite & Netterville, APAC (“P&N”) as Claims Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs’ Motion for Preliminary Approval of the Settlement, and the papers filed and arguments made in connection therewith; (b) the Settlement Agreement and exhibits attached thereto; and (c) all prior pleadings and proceedings heretofore had herein; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to CPLR 901(a), 903, and 907, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All individuals whose Personal Information was compromised in the Security Incident.

The Settlement Class includes approximately 224,486 people. The Settlement Class specifically excludes: (i) AENT and its officers and directors; (ii) all Settlement Class Members who timely

and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; 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 criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

2. **Class Findings.** The Court provisionally finds, for settlement purposes only, that the requirements of CPLR 901(a) have been met, including: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives has no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

3. **Settlement Class Representatives and Settlement Class Counsel.** Alayna Woods, Jennifer Nelson, on behalf of herself and on behalf of her minor child, E.N.-H., Dana Berkley on behalf of her minor child, M.B., Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are

similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Class Representatives.

The Court finds that Danielle Perry of Mason LLP, Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel, LLP, and William B. Federman of Federman & Sherwood are experienced and adequate counsel and are hereby provisionally designated as Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2024, at _____.m., in Room _____ of the Supreme Court of the State of New York, County of Albany Courthouse [by videoconference] for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class; (b) to determine whether a proposed Judgment should be entered dismissing the Action with prejudice against Defendant; (c) to determine whether the Motion of Class Counsel for a Fee Award and Costs should be approved; (d) to determine whether the motion of the Class Representatives for service award payment(s) should be approved; and (e) to consider any other matters that may be properly brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth in Paragraph 8 of this Order.

6. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

7. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain P&N (the “Claims Administrator”) to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth more fully in the Settlement Agreement.

8. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice and the Short Form Notice, attached to the Settlement Agreement as Exhibits A and B, and (b) finds that the mailing and distribution of the Notice as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Civil Actions, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel’s request for Fee Award and Costs, of Class Representatives’ request(s) for service award payment(s), of their right to object to the Settlement, Class Counsel’s request for fee award and costs, and/or Class Representatives’ request(s) for service award payment(s), of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of CPLR 904 and 908, the New York and United States Constitutions (including the Due Process Clause and other provisions guaranteeing due process of law), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before they are mailed and distributed.

9. **Participation in the Settlement.** Settlement Class Members must submit a claim in order to qualify for benefits under the Settlement. After Final Order and Judgment is entered, all Settlement Class Members who do not exclude themselves from the Settlement may submit a

claim form to receive reimbursement for Ordinary and Extraordinary Losses incurred as a result of the Security Incident, or receive an Alternative Cash Payment of fifty (\$50) dollars in lieu of expense(s) reimbursement, and may claim Credit Monitoring Services in the manner provided for in the Settlement Agreement. Pursuant to Paragraph 2.1.4 of the Settlement Agreement, Defendant's obligation to pay for reimbursements for out-of-pocket expenses and alternative cash payments shall not exceed \$550,000 in the aggregate. If the total of valid claims exceeds \$550,000.00, each claim shall be reduced *pro rata*. This aggregate cap shall not apply to the costs of business practice changes, credit monitoring, notice and claims administration, or attorneys' fees, costs, and service awards.

10. Settlement Class Members who do not submit a valid request for exclusion, pursuant to Paragraph 12 of this Order, will be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment, even if they do not submit a claim.

11. **Distribution and Allocation Plan.** Settlement Class Representatives and Defendant have created a process through which Settlement Class Members can submit claims to the Settlement Administrator. The Court preliminarily approves the process described in the Settlement Agreement and directs that the Claims Administrator effectuate the evaluation of submitted claims and distribution of Settlement benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

12. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than sixty (60) days from the date of Notice (the "Opt-Out Period").

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously litigated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

13. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is filed with the Clerk of the Court, Albany County Courthouse, Room 102, 16 Eagle Street, Albany, NY 12207, and contain the case name and docket number for *Woods et al. v. Albany ENT & Allergy Services, PC*, Index No. 904730-23, no later than sixty (60) days from the date on which notice program commences, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 5.1 of the Settlement Agreement, which is as follows: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the

objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation

14. Any Settlement Class Member who fails to comply with the provisions in Paragraph 13 shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered. If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the service award request, or the fee request.

15. **Termination of Settlement.** In accordance with the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement, then this Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the

Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

16. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date, and it shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

17. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Civil Actions other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and any and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

18. **Settlement Administration Fees and Expenses.** All reasonable costs incurred with notifying Settlement Class Members of the Settlement and administering the Settlement shall be paid by the Defendant as set forth in the Settlement Agreement.

19. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

20. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

- Commencement of Notice Program:** 15 days after entry of Preliminary Approval;
- Notice Completion Deadline:** 45 days after entry of Preliminary Approval;
- Motion for Final Approval Deadline:** 14 days before Final Approval Hearing;
- Motion for Service Awards, Attorneys’ Fees and Costs Deadline:** 14 days prior to the Objection Deadline and Opt-Out Deadline;
- Opt-Out Deadline:** 60 days after Notice Program commences;
- Objection Deadline:** 60 days after Notice Program commences;
- Claims Deadline:** 90 days after Notice Program commences;
- Replies in Support of Final Approval, Service Awards and Fee Requests Deadline:** 7 days before Final Approval Hearing;
- Final Approval Hearing:** at least 90 days after entry of Preliminary Approval.

IT IS SO ORDERED this _____ day of _____, 2024

Hon. Thomas Marcelle

EXHIBIT 2



Cafferty Clobes Meriwether & Sprengel LLP



Successful Solutions for Complex Litigation



Firm Overview

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

Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig., No. 19-cv-01222 (D. Minn.)***
CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market.
- ***In re Deutsche Bank Spoofing Litig., No. 20-cv-03638 (N.D. Ill.)***
CCMS serves as interim co-lead counsel in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.
- ***In re Libor-Based Financial Instruments, No. 11-md-2262 (S.D.N.Y)***
CCMS serves as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.



- ***Hershey/Kohen v. Pacific Investment Management Co. LLC, No. 05 C 4681 (N.D. Ill.)***
As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a \$118 million settlement for the class.
- ***In re Crude Oil Commodity Futures Litig., No. 11-cv-03600 (S.D.N.Y.)***
As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a \$16.5 million settlement for the class.
- ***In re Foreign Exchange Benchmark Rates Antitrust Litig., 13-cv-7789 (S.D.N.Y.)***
As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than \$2 billion in settlements for the class.
- ***In re Sumitomo Copper Litig., 96 Civ. 4584(MP) (S.D.N.Y.)***
As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating \$134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).
- ***In re Soybean Futures Litig., No. 89 C 7009 (N.D. Ill.)***
As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a \$21.5 million settlement.
- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc., No. 1:02-cv-05893 (N.D. Ill.)***
Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately \$1.6 billion.
- ***In re Kaiser Group International, Case No. 00-2263 (Bankr. D. Del.)***
On December 7, 2005, Chief Judge Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware granted final approval to a settlement that produced 175,000 shares of common stock for a class of former shareholders of ICT Spectrum Constructors, Inc. (a company that merged with ICF Kaiser Group International and ICF Kaiser Advanced



Technology in 1998). The settlement followed Judge Joseph J. Farnan's ruling which upheld the Bankruptcy Court's decision to award common stock of the new Kaiser entity (Kaiser Group Holdings, Inc.) to the Class of former Spectrum shareholders based on contractual provisions within the merger agreement. See *Kaiser Group International, Inc. v. James D. Pippin (In re Kaiser Group International)*, 326 B.R. 265 (D. Del. 2005).

- ***Danis v. USN Communications, Inc., No. 98 C 7482 (N.D. Ill.)***
Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).
- ***In re Insurance Brokerage Antitrust Litig., MDL No. 1663 (D.N.J.)***
CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded \$270 million. Judge Cecchi observed that "Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation." *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J. 2013); see also *In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at *6 (D.N.J. June 5, 2007).
- ***VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.
- ***In Re VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
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collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

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

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

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

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

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

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

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

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



- ***In re Prandin Direct Purchaser Antitrust Litig., Civ. No. 10-12141 (E.D. Mich.)***
CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the “use code” filed with the FDA in connection with a method of use patent. The court approved a \$19 million settlement.
- ***In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation, MDL No. 2819 (E.D.N.Y)***
CCMS is a member of the Executive Committee representing a putative class of indirect purchasers of Restasis, an eye-drop used to treat dry-eye syndrome, and allege that Defendant Allergan engaged in various anticompetitive activities to illegally prolong the life of its patents over Restasis, and to otherwise forestall the entry of generic competition into the cyclosporine market.
- ***In re Disposable Contact Lens Antitrust Litigation, MDL No. 2626 (M.D. Fla.)***
CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering \$118 million for consumers have been reached.
- ***In re Automotive Parts Antitrust Litig., MDL No. 2311 (E.D. Mich.)***
CCMS has served as a member of Plaintiffs’ Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over \$1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were artificially inflated as a result of automotive component manufacturers’ anticompetitive conduct.
- ***Nichols v. SmithKline Beecham Corp., No. Civ.A.00-6222 (E.D. Pa.)***



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

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

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

- ***In re Warfarin Sodium Antitrust Litig., MDL 98-1232 (D. Del.)***

Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a \$44.5 million settlement.

- ***In re Cardizem CD Antitrust Litig., MDL No. 1278 (E.D. Mich.)***

Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an \$80 million settlement for the benefit of consumers, third-party payors and state attorneys general.

- ***In re Synthroid Marketing Litig., MDL No. 1182 (N.D. Ill)***

This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of \$87.4 million.



Consumer Class Actions

- ***Skeen v. BMW of N. Amer., LLC, No. 13-cv-1531 (D.N.J.)***
CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper-brand vehicles that contained a latent defect in a part of the engine known as the “timing chain tensioner” which caused the part to fail prematurely, eventually requiring replacement of that part or the entire engine. Following extensive discovery and mediation, the parties reached a global settlement on behalf of a nationwide class of vehicle owners. The efforts of the firm and its co-lead counsel resulted in a settlement which significantly extended warranty coverage, and reimbursed vehicle owners for tens of millions of dollars in out-of-pocket expenses incurred for repair and/or replacement.
- ***Ponzo v. Watts Regulator Company, No. 1:14-cv-14080 (D. Mass.); Klug v. Watts Regulator Company, No. 15-cv-00061 (D. Neb.)***
These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and “Floodsafe” branded connectors. The plaintiffs in both cases alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members’ homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides \$14 million to affected homeowners.
- ***Hough v. Navistar, Inc., No. 20-cv-00063 (D. Colo.)***
CCMS served as co-lead counsel in action arising out of a data breach of Navistar’s computer systems that resulted in a settlement that provided \$1.25 million to affected current and former employees, as well as significant non-monetary compensation.
- ***Bromley v. SXS LLC, No. 20-cv-439 (W.D. Tex.)***
CCMS served as co-lead counsel in action securing an uncapped settlement entitling class members to refunds in connection with a canceled festival.
- ***Compo v. United Airlines, Inc., et al., No. 1:20-cv-02166 (N.D. Ill.)***
CCMS serves as interim co-lead counsel in action alleging United has wrongfully refused to issue refunds for flights cancelled as a direct and proximate result of the COVID-19 crisis.



- ***Traxler v. PPG Industries, Inc., No. 15-cv-00912 (N.D. Ohio)***
CCMS served as lead counsel in this action challenging defective deck resurfacing products. The products peeled, cracked, and damaged the surfaces to which they were applied. In February 2017 the parties reached an agreement in principle to settle the case on behalf of a nationwide class. The efforts of the firm and its co-counsel resulted in a settlement that provides \$6.5 million to affected homeowners.
- ***In re Apple iPhone/iPod Warranty Litig., No. 3:10-cv-01610 (N.D. Cal.)***
This case challenged Apple's policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a \$53 million settlement of the state and federal cases.
- ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liability Litig., MDL No. 2672 (N.D. Cal.)***
CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.
- ***In re Takata Airbag Prod. Liability Litig., MDL No. 2599 (S.D. Fla.)***
CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.
- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig., MDL No. 2818 (E.D. Mich.)***
After conducting a significant pre-suit investigation, CCMS filed the first class action in the Eastern District of Michigan seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system which typically results in total system failure, necessitating significant repairs thereto. Since commencing the action, CCMS has communicated



with dozens of affected consumers and worked with GM assess the scope and nature of an extended warranty program GM implemented in a purported effort to resolve the claims of certain vehicle owners. On April 11, 2018, the Court appointed CCMS co-lead counsel.

- ***Squires et al., v. Toyota Motor Corp., et al., No. 18-cv-00138 (E.D. Tex.)***
CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various States.
- ***Gonzalez, et al., v. Mazda Motor Corp., et al., No. 16-cv-2087 (N.D. Cal.)***
CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states. See, e.g., *Gonzalez v. Mazda Motor Corp.*, No. 16-CV-02087-MMC, 2017 WL 345878 (N.D. Cal. Jan. 5, 2017) (denying and granting in part Defendants' motion to dismiss).
- ***Albright v. The Sherwin-Williams Company, No. 17-cv-02513 (N.D. Ohio)***
CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege that defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.
- ***Anderson v. Behr Process Corp., No. 1:17-cv-08735 (N.D. Ill.)***
CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After many months of mediation and settlement negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate



them for damage to their decks and the costs of restoring and repairing the same.

- ***Bergman v. DAP Products, Inc., No. 14-cv-03205 (D. Md.)***

CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of “XHose” garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.

- ***In re Midway Moving & Storage, Inc.’s Charges to Residential Customers, No. 03 CH 16091 (Cir. Ct. Cook Cty., Ill.)***

A class action on behalf of customers of Illinois’ largest moving company. A litigation class was certified and upheld on appeal. See *Ramirez v. Midway Moving and Storage, Inc.*, 880 N.E.2d 653 (Ill. App. 2007). On the eve of trial, the case settled on a class-wide basis. The court stated that CCMS is “highly experienced in complex and class action litigation, vigorously prosecuted the Class’ claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages.”

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

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

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

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



coverage for the defect and reimbursement of out-of-pocket expenses incurred in connection therewith.

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

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

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

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



Individual Biographies

PARTNERS



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

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



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

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



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



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

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



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

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



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



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



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



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



NICKOLAS J. HAGMAN received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. He is also a member of the Wisconsin Bar Association and Chicago Bar Association, where he is a member of the Class Action and Consumer Committees.

ASSOCIATES



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



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



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



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

SENIOR COUNSEL



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

EXHIBIT 3



Mason LLP is dedicated to representing plaintiffs in class actions, mass torts and individual cases in courts throughout the United States

Our attorneys have a long history of obtaining major verdicts and settlements. We frequently lead, co-lead, or perform other leadership roles in class actions of national significance. Examples include the Office of Personal Management (OPM) data breach litigation (in which one of our attorneys was appointed Liaison Counsel) and the Entran II product liability litigation (in which one of our attorneys served as Co-Lead Counsel and successfully resolved the case for \$330 million).

THE FIRM'S PRINCIPAL LAWYERS

Gary E. Mason *Founding Partner*



Gary graduated magna cum laude, Phi Beta Kappa, from Brown University and Duke University Law School, where he was an editor of *Law and Contemporary Problems*. He then served as a law clerk for the Honorable Andrew J. Kleinfeld of the U.S. District Court for the District of Alaska. Gary was previously an Associate at Skadden Arps and a Partner at Cohen Milstein where he was the first Co-Chair of its Consumer Protection Practice Group.

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than \$1.5 billion in the 29 years he has represented plaintiffs. With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles. He also is recognized for his successful representation of persons injured by negligently discharged pollutants (e.g., *In re the Exxon Valdez*) and victims of wage theft. He currently represents more than 2,000 Customs and Border Patrol Agents in FLSA litigation against the federal government, more than 1,500 women injured by use of a defective tampon product, thousands of owners of animals injured by contaminated dog food, and over 23 million individuals whose personal data was compromised by the U.S. Office of Personal Management data breach.

Gary was an early advocate for victims of security breaches and privacy violations, starting with the first settlement arising from a Google data breach (*In re Google Buzz*), the Department of Veterans

Affairs stolen laptop case, and continuing in data breach cases to-date. Mr. Mason recently served as liaison counsel in a data breach case filed against the Office of Personnel Management. *In re U.S. Off. Of Pers. Mgmt. Data Security Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (final approval of a \$63 million settlement fund granted in October 2022). He currently serves as one of the co-lead counsel for the *Farley, et al. v. Eye Care Leaders* data breach matter related to the breach of over three million individuals' data, which is pending in the Middle District of North Carolina, Case No. 1:22-cv-468. He also serves as co-lead counsel for the following pending cases: *Guy, et al. v. Convergent Outsourcing, Inc.*, Case 2:22-cv-01558 (WD Wash.); *Alvarado, et al. v. JDC Healthcare Management, LLC*, Case No. DC-22-03137 (District Court of Dallas County, Texas); *Tucker, et al. v. Marietta Area Health Care*, Case No. 2:22-cv-00184 (SD Ohio) (preliminary approval granted June 2023); and *Darrin v. Huntington Ingalls Industries*, Case No. 4:2023-cv-00053 (ED Virginia).

Gary has served in leadership positions in many consumer class actions in State and Federal courts nationwide as well as in MDLs. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012–2013 Co-Chair of the Class Action Litigation group for the American Association for Justice and presently serves as the Chairman of its Rule 23 Task Group. He has repeatedly been named a Washington, DC Super Lawyer for Class Actions.

Gary lives in Bethesda, Maryland.

Danielle L. Perry
Partner



Danielle L. Perry is a partner at Mason LLP, and offers nearly a decade of class action litigation experience to the benefit of her clients. Graduating from the University of California, Berkeley in 2010 and from Loyola Law School, Los Angeles in 2013, Ms. Perry is licensed to practice in the State of California, District of Columbia, and in numerous federal district courts across the country as well as the U.S. Court of Federal Claims, and the Fifth, Seventh, and Federal Circuit Courts of Appeals. While Ms. Perry originally focused her career on employment law class actions, after her first few years of practice she expanded her experience and resume to cover numerous data breach and consumer class actions as well. Ms. Perry, either as an individual or as a member of her firm, has been named class counsel or appointed to leadership positions in numerous data breach class actions including: *Payton v. Fam. Vision of Anderson, P.A.*, No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (appointed Interim Co-Lead Class Counsel Sept. 11, 2023); *Woods v. Albany ENT & Allergy Services, P.C.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty.) (appointed Interim Co-Lead Counsel July 2023); *Rasmussen et al. v. Uintah Basin Healthcare*, Case No. 2:23-cv-00322 (D. Utah) (appointed Interim Co-Lead Counsel June 2023); *In re NCB Management Services, Inc. Data Breach Litigation*, Case No. 23-1236 (E.D. Pa.) (appointed to the Plaintiffs' Steering Committee, June 2023); *In re Flagstar December 2021 Data Security Incident Litigation*, Case No. 22-cv-11385 (E.D. Mich.) (appointed to the Plaintiffs' Executive Committee, May 2023); *Rodriguez v. Mena Regional Health System*, Case No. 2:23-cv-02002 (W.D. Ark.) (appointed Co-Lead Counsel, Apr. 2023); *Anderson v. Fortra, LLC*, Case No. 23-cv-533 (Dist. Minn.) (appointed to the Executive Committee, Apr. 2023); *Nelson et al. v. Connexin Software Inc., d/b/a Office Practicum*, Case No.

2:22-cv-04676 (E.D. Penn.) (appointed to the Plaintiffs' Steering Committee, Apr. 2023); *Colston et al. v. Envision Credit Union*, Case No. 2022CA1476 (2d. Jud. Cir. For Leon County, Fl.) (appointed class counsel, final approval granted Apr. 2023); *Dekenipp v. Gastroenterology Consultants, P.A.*, Case No. 202161470 (295th District Court for Harris County, Texas) (appointed class counsel, final approval granted Nov. 2022); *Richardson v. Overlake Hosp. Med. Ctr., et al.*, No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty.) (appointed class counsel, final approval granted Sept. 2021); *Cece, et al. v. St. Mary's Health Care Sys., Inc., et al.*, No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty.) (appointed class counsel, final approval granted Apr. 2022).

Ms. Perry also has extensive experience providing support to appointed committees in MDL cases across the country. *See, e.g., In re Deva Concepts Prods. Liab. Litig.*, No. 1:20-cv-01234-GHW (S.D.N.Y.) (final approval granted Jan. 3, 2022) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry undertook significant work for clients and class members with extensive hair loss, leading client interviews, drafting pleadings, and preparing settlement and settlement approval papers); *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, No. 2:19-md-02887, MDL No. 2887 (D. Kan.) (final approval granted Oct. 2021) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry played a significant role for clients and class members who purchased dog food with sometimes lethal amounts of vitamin D, participating in client intake, discovery, and preparing settlement and settlement approval papers); *In re Marriott Int'l Inc., Customer Data Sec. Breach Litig.*, No. 8:19-md-02879 (D. Md.) (Ms. Perry contributed to the plaintiff interview process and drafting of the consolidated amended complaint in data breach case); *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (Mason LLP served as Liaison Counsel, and Ms. Perry has completed research assignments in support of and at the request of Lead Counsel in data breach case). Additionally, Ms. Perry has also been appointed to the Leadership Development Committee in *In re SoClean, Inc., Mktg., Sales Practs. & Prods. Liab. Litig.*, No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022), where she works closely with Lead Counsel in all areas of litigation and fights for consumers' rights pertaining to the purchase of defective and/or unsafe products.

Outside of work, Ms. Perry enjoys being in the sun and on the water, is trying not to kill her garden, and is constantly planning future home renovations. Ms. Perry lives outside of Annapolis, Maryland.

Lisa White
Senior Attorney



Lisa A. White is a writer and researcher at heart, known for her attention to detail, optimism, and creative approach to legal problem-solving. Most of Lisa's work is in the federal court system, both in the District Courts and Circuit Courts of Appeals. She is licensed to practice in the State of Tennessee, and in numerous federal district courts across the country as well as the Seventh and Ninth Circuit Courts of Appeals.

Lisa's primary areas of practice are data breach litigation, product defect, product misrepresentation, and wage and hour class actions. Her role at Mason LLP frequently involves investigating and researching potential cases and claims prior to a complaint being filed, as well as drafting

responsive pleadings, and leading the detailed research tasks that are required for and during litigation. In addition, she is actively involved in Mason LLP's mediations, from drafting premediation requests and mediation statements to participating in mediated resolutions to cases.

Prior to joining Mason LLP, Lisa practiced at another plaintiffs' class action firm, where she advocated for employees who were improperly paid, especially in the airline industry. She also worked on lawsuits related to defective products and deceptive advertising. She was frequently called on to research and draft appellate briefs.

Lisa returned to law school after completing her Bachelor's and Master's in Sociology from The University of Tennessee. She then worked for the University's Center for Literacy Studies and taught for a number of years at universities. She completed the coursework for her Ph.D. in American Studies at The College of William and Mary, then opted to go to law school—a lifelong goal. Lisa is a graduate of The University of Tennessee College of Law. While at The University of Tennessee College of Law, Lisa was a Co-Coordinator of the Tennessee Innocence Project, and was the Research Editor for the Tennessee Journal of Law and Policy. While a law student, she practiced in both the Domestic Violence Clinic and the Advocacy Clinic. Lisa has published peer-reviewed papers in three academic fields: law, sociology, and history.

Lisa and her family are avid travelers, and she has visited all seven continents. In addition, for three years, she worked remotely practicing class action law while living in Greymouth, New Zealand.

Theo Bell *Attorney*



Theodore B. Bell (“Theo”) is Of Counsel at Mason LLP. Theo is an experienced attorney with over 25 years of litigation experience. Theo is admitted to practice law in both Illinois and Michigan and various federal courts around the country. Before recently joining Mason LLP, Mr. Bell’s prior work experience included over 12 years at a mid-sized nationwide class action firm where Mr. Bell focused his practice mainly on antitrust, as well as consumer and securities class actions. Theo’s previous work experience also includes working at a firm that focused on representing class action opt-outs in antitrust cases, another firm that represented workers’ compensation insurance carriers where he focused his practice on litigating premium fraud cases in federal court, as well as a general practice firm where Theo gained extensive experience litigating state court cases in a wide array of civil practice areas.

Notable cases that Mr. Bell has worked on include:

- *Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan*, Case No. 10-cv-14360 (E.D. Mich.) (antitrust price-fixing case involving most-favored-nation agreements – \$29.9 million class settlement);
- *In re Dairy Farmers of America Cheese Antitrust Litigation*, Case No. 09-cv-3960, (N.D. Ill.) (antitrust price-fixing case involving manipulation of cheese and milk futures to raise

- prices of dairy products – \$46 million class settlement);
- *McDonough, et al. v. Toys “R” Us*, Case No. 06-cv-242 (E.D. Pa.) (antitrust case involving retail price maintenance – \$35.5 million class settlement);
 - *In re Sulfuric Acid*, Case No. 03-4576, (N.D. Ill.) (antitrust price-fixing case involving output restrictions – class settlements totaling over \$6 million);
 - *In Re: Groupon Derivative Litigation*, Case No. 12-cv-5300 (N.D. Ill.) (shareholder derivative suit involving materially false and misleading statements concerning Groupon’s business operations and financial condition prior to Groupon’s IPO – settlement obtained substantial beneficial corporate-governance reforms); and
 - *Messner v. Northshore University Health System*, 669 F.3d 802 (7th Cir. 2012) (illegal monopolization and attempted monopolization through hospital mergers – Theo was part of the appellate team that successfully obtained reversal of the U.S. District Court’s denial of class certification).

Theo is a graduate of The University of Michigan, where he earned his Bachelor’s degree in Sociology, and the University of Detroit Mercy School of Law where Mr. Bell earned his law degree.

Ra O. Amen
Associate Attorney



Ra, a native of the California Bay Area, graduated from Stanford University with a degree in economics and from Emory University School of Law, with honors, where he was a Notes and Comments Editor for the Bankruptcy Developments Journal. Ra was previously an Associate at Hunton Andrews Kurth LLP and Morgan & Morgan’s Complex Litigation Group.

Ra has over seven years of complex litigation experience, specializing in consumer class actions, data breach and other privacy litigation. Ra was recently appointed to the Leadership Development Committee in *Geleng v. Independent Living Systems, LLC*, Case No. 1:23-cv-21060 (S.D. Fl.) (data breach affecting over four million individuals). Ra was also an integral part of the team that recovered a \$190 million settlement for the class in *In re: Capital One Inc. Customer Data Security Breach Litigation*, MDL No. 1:19-md-2915 (E.D. Va.) (data breach affecting 98 million individuals) where his discovery and briefing efforts helped facilitate said settlement.

Ra is also a former Peace Corps. Morocco volunteer and an avid guitarist having performed with, recorded with, and opened for a number of Grammy-nominated artists.

Salena Chowdhury
Associate Attorney



Salena Chowdhury is an associate attorney at Mason LLP. She is a graduate of the University of Tennessee College of Law. She also attended the University of Tennessee at Knoxville for her bachelor's where she majored in political science with a concentration in public administration and a minor in psychology. Salena has been admitted to the Illinois bar and to the District of Columbia bar.

Salena has had a passion for law since she was a kid. While Salena was still in high school, she began working at her first law firm. She continued to work at various law firms gaining a diverse area of legal experience throughout her undergraduate studies and law school.

Since joining Mason LLP Salena has gained experience in mediations, data breach, product defect, product misrepresentation, and wage & hour class actions. She is known for her quick learning curve and adaptability to challenges. Her role at Mason LLP is expanding as she takes on new responsibilities in major cases.

Salena comes from a large diverse family background. She values the time spent with her family. She enjoys outdoor activities like 4-wheeling, soccer, and playing with her dogs. Additionally, she loves to travel and to learn about other cultures.

NOTABLE CLASS ACTION CASES

Antitrust

In re TFT-LCD (Flat Panel) Antitrust Litig., No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Products

In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig., No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa) (court-appointed Co-Lead Counsel).

In re Deva Concepts Prods. Liab. Litig., No. 1:20-cv-01234 (S.D.N.Y.) (court appointed Co-Lead Counsel; \$5.2 million settlement).

In re Hill's Pet Nutrition, Inc., Dog Food Prods. Liab. Litig., No. 19-md-2887-JAR-TJJ, MDL No. 2887 (D. Kan.) (court-appointed Co-Lead Counsel; \$12.5 million settlement).

Smid et al. v. Nutranext, LLC, No. 20L0190 (Ill. Cir. Cit. St. Clair Cnty. 2020) (\$6.7 million settlement).

Ersler, et. al v. Toshiba Am., et. al, No. 1:07-cv-02304 (E.D.N.Y. 2009) (settlement of claims arising from allegedly defective television lamps).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct. 2004) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified).

Hurkes Harris Design Assocs., Inc., et al. v. Fujitsu Comput. Prods. of Am., Inc. (2003) (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives).

Turner v. Gen. Elec. Co., No. 2:05-cv-00186 (M.D. Fla. 2006) (national settlement of claims arising from allegedly defective refrigerators).

Automobiles

Falk v. Nissan N. Am., Inc., No. 4:17-cv-04871 (N.D. Cal. 2020) (Co-Lead Counsel in litigation alleging damages from defective transmissions; national settlement extending warranty for 1.5 million vehicles).

In re Gen. Motors Corp. Speedometer Prods. Liab. Litig., MDL No. 1896 (W.D. Wash. 2007) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers).

Baugh v. The Goodyear Tire & Rubber Co. (2002) (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (N.J. Super. Ct. Bergen Cnty. 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey).

Berman et al. v. Gen. Motors LLC, No. 2:18-cv-14371 (S.D. Fla. 2019) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litig., No. 1:08-mc-00511 (D.D.C. 2013) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans).

Bruce, et al. v. County of Rensselaer et al., No. 02-cv-0847 (N.D.N.Y. 2004) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses).

Commercial

In re Outer Banks Power Outage Litig., No. 4:17-cv-141 (E.D.N.C. 2018) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage).

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo. 2011) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee).

Elliott et al v. KB Home North Carolina Inc. et al, No. 08-cv-21190 (N.C. Super. Ct. Wake Cnty. 2017) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier).

In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Pracs. & Prods. Liab. Litig., MDL No. 2514 (D.S.C.) (class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows & Doors, Inc., Prods. Liab. Litig., MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re Atlas Roofing Corp. Chalet Shingle Prods. Liab. Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ, 2014 WL 3353264 (D. Colo. July 9, 2014) (class action arising from allegedly defective radiant heating systems; Colorado class certified).

In re Zurn Pex Plumbing Prods. Liab. Litig., No. 08-md-01958, MDL No. 1958 (D. Minn. 2012) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement).

Hobbie et al. v. RCR Holdings II, LLC, et al., No. 10-1113, MDL No. 2047 (E.D. La. 2012) (\$30 million settlement for remediation of 364-unit residential high-rise constructed with Chinese drywall).

In re Chinese Manufactured Drywall Prods. Liab. Litig., No. 2:09-md-02047, MDL No. 2047 (E.D. La. 2012) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems).

In re Synthetic Stucco Litig., No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

In re Synthetic Stucco (EIFS) Prods. Liab. Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individual homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey et al. v. Dryvit Sys., Inc., No. 17,715-IV (Tenn. Cir. Ct. 2002) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants).

Sutton, et al. v. The Fed. Materials Co., et al., No. 07-CI-00007 (Ky. Cir. Ct.) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) (Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Mktg., Sales Pracs. & Prod. Liab. Litig., No. 15-cv-0018, MDL No. 2577 (D.N.J. 2017) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor & Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Mktg., Sales Pracs. Litig., No. 1:16-md-2743 (E.D. Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Prods. Liab. Litig., No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Prods. Liab. Litig., No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Bell v. WestRock, CP, LLC, No. 3:17-cv-829-JAG (E.D. Va. 2020) (Co-Lead Counsel in litigation alleging nuisance from wood dust from paper mill; class certification motion pending; class certified; \$700,000 settlement).

Nnadili, et al. v. Chevron U.S.A., Inc., No. 02-cv-1620 (D.D.C. 2008) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station).

In re Swanson Creek Oil Spill Litig., No. 8:00-cv-01429-PJM (D. Md. 2002) (Lead Counsel; \$2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland).

Fair Labor Standards Act (FLSA) / Wage and Hour

Craig v. Rite Aid Corp., No. 08-2317 (M.D. Pa. 2013) (FLSA collective action and class action settled for \$20.9 million).

Stillman v. Staples, Inc., No. 2:07-cv-00849-PS (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million).

Lew v. Pizza Hut of Maryland, Inc., No. CBB-09-CV-3162 (D. Md. 2011) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages).

Financial

Roberts v. Fleet Bank (R.I.), N.A., No. 00-6142 (E. D. Pa. 2003) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.").

Penobscot Indian Nation v U.S. Dep't of Housing & Urban Dev., No. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co., et al., No. 11-5015 (E.D. Ky. 2014) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir. 2012); settlements with all defendants for 100% refund of taxes collected).

Nichols v. Progressive Direct Ins. Co., et al., No. 2:06-cv-146 (E.D. Ky. 2012) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe

Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million).

Privacy / Data Breach

Payton v. Fam. Vision of Anderson, P.A., No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (Court-appointed Co-Lead Counsel).

Woods v. Albany ENT & Allergy Services, P.C., Index No. 904730-23 (N.Y. Sup. Ct. Albany Cnty.) (Court-appointed Co-Lead Counsel).

Darrin v. Huntington Ingalls Industries, No. 4:2023-cv-00053 (ED Vir.) (Court-appointed Co-Lead Counsel).

Farley v. Eye Care Leaders, No. 22-cv-468 (M.D.N.C.) (Court-appointed Co-Lead Counsel).

Nierman v. Schneck Med. Ctr., No. 36D01-2206-CT-000013 (Ind. Super. Ct. Jackson Cnty.) (Court-appointed Co-Lead Counsel).

Dekenipp v. Gastroenterology Consultants, P.A., No. 202161470 (Tex. 295th Jud. Dist. Ct. Harris Cnty.) (Lead Counsel; claims made settlement and 18 months credit monitoring for class of 162,000 patients).

Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist., No. 20-2-00217-14 (Wash. Super. Ct. Grays Harbor Cnty.) (Mr. Mason appointed Class Counsel in hospital data breach class action; final approval granted Sept. 2020).

Mowery v. Saint Francis Healthcare Sys., No. 1:20-cv-00013-SRC (E.D. Mo.) (Mr. Mason appointed Class Counsel; final approval granted Dec. 2020).

Chatelain v. C, L & W PLLC d/b/a Affordacare Urgent Care Clinics, No. 50742-A (Tex. 42d Jud. Dist. Ct. Taylor Cnty.) (data breach class action settlement valued at over \$7 million; final approval granted Feb. 2021).

Jackson-Battle v. Navicent Health, Inc., No. 2020-CV-072287 (Ga. Super. Ct. Bibb Cnty.) (data breach case involving 360,000 patients; final approval granted Aug. 2021).

Chacon v. Nebraska Med., No. 8:21-cv-00070-RFR-CRZ (D. Neb) (data breach settlement, final approval granted Sept. 2021).

Richardson v. Overlake Hosp. Med. Ctr., No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty.) (data breach class action involving approximately 109,000 individuals, final approval granted Sept. 2021).

Martinez v. NCH Healthcare Sys., Inc., No. 2020-CA-000996 (Fla. 20th Jud. Cir. Ct. Collier Cnty.) (data breach class action settlement, final approval granted Oct. 2021).

Carr v. Beaumont Health et al., No. 2020-181002-NZ (Mich. Cir. Ct. Oakland Cnty.) (data breach class action involving 112,000 people; final approval granted Oct. 2021).

Klemm v. Maryland Health Enters. Inc., No. C-03-CV-20-022899 (Md. Cir. Ct. Balto. Cnty.) (appointed Class Counsel, final approval granted Nov. 2021).

In re Ambry Genetics Data Breach Litig., No. 8:20-cv-00791 (C.D. Cal.) (court-appointed member Executive Committee; \$12 million settlement).

Baksh v. Ivy Rehab Network, Inc., No. 7:20-cv-01845-CS (S.D.N.Y.) (Court-appointed Class Counsel; final approval granted Feb. 2021).

Kenney v. Centerstone of America, Inc., No. 3:20-cv-01007 (M.D. Tenn.) (settlement involving over 63,000 class members; final approval granted August 2021);

North v. Hunt Mem'l Hosp. Dist., No. 89642 (Tex. 196th Jud. Dist. Ct. Hunt Cnty) (settlement; final approval granted Dec. 2021).

Cece v. St. Mary's Health Care Sys., Inc., No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty.) (data breach case involving 55,652 people; final approval granted Apr. 2022).

In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig., No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel; \$60 million settlement).

In re Google Buzz Priv. Litig., No. 5:10-cv-00672 (N.D. Cal. 2010) (court-appointed Lead Class Counsel; \$8.5 million cy pres settlement).

In re Dept. of Veterans Affs. (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C. 2009) (Co-Lead Counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations).

In re Adobe Sys. Inc. Priv. Litig., No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits).

EXHIBIT 4

FEDERMAN & SHERWOOD

(An Association of Attorneys and Professional Corporations)

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FIRM RESUME

WILLIAM B. FEDERMAN. Education: Boston University (B.A., cum laude, 1979); University of Tulsa (J.D., 1982); Phi Alpha Delta (Treasurer, 1980-1982). Admitted to practice: United States District Courts for the following Districts: Western, Northern and Eastern, Oklahoma; Eastern, Northern, Southern, and Western, New York; Southern, Northern, Eastern and Western, Texas; Eastern and Western, Arkansas; District of Columbia; District of Colorado; Central and Northern Districts of Illinois; Northern District of Ohio; District of Nebraska; Eastern and Western Districts of Michigan; Eastern District of Wisconsin; United States Court of Appeals for the following Circuits: First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh and Federal; and United States Supreme Court. Lectures/Publications: “Class Actions, New Rules and Data Breach Cases,” 40th Annual OCBA Winter Seminar 2019; “A Case Study of Ethical Issues in Complex Litigation and Trends in Class Certification,” 39th Annual OCBA Winter Seminar, 2018; “Talkin’ About Insurance Coverage and Complex Litigation: What Every Lawyer and Client Should Know,” 38th Annual OCBA Winter Seminar, 2017; “Securities Litigation: Using Data to Make the Case,” by Bloomberg BNA, 2016; “The Changing Landscape for Prosecution of Financial Claims Involving Insolvent Companies” 37th Annual OCBA Winter Seminar, 2016; “Current Status of Securities Class Actions: Where are the Courts Taking Us?” Houston Bar Association, 2014. “Class & Derivative Actions and Securities Litigation,” 2013 Annual Meeting of the American Bar Association; “Litigation and Employment Law Update,” Securities Industry Association Compliance and Legal Division; “Inside a Disclosure Crisis”, 30th Annual Northwest Securities Institute Annual Meeting and sponsored by the Washington Bar Association; “Managing Directors’ Liability,” 3rd Annual Energy Industry Directors Conference and sponsored by Rice University; “Executive Liability - 2009 D & O Market Trends,” Chartis Insurance; “Derivative Actions and Protecting the Corporation – Critical Issues in Today’s Banking,” Oklahoma Bar Association and the Oklahoma Bankers Association; “Arbitration - What Is It? Why Should a Lawyer Suggest or Use It?,” Oklahoma Bar Association; “The Attorney and Accountant as Targets in Failed Financial Institution Litigation,” American Bar Association Trial Practice Committee; “Effective Arbitration in the 1990’s - Adapting to Build a Successful Practice,” Oklahoma County Bar Association; “Current Issues in Direct Investments and Limited Partnerships: The Litigation Scene From All Perspectives,” American Bar Association Litigation Section; “Stockbroker Litigation and Arbitration,” Securities Arbitration Institute. Author: “Who’s Minding the Store: The Corporate Attorney-Client Privilege,” 52 O.B.J. 1244, 1981; “Potential Liability From Indirect Remuneration in Private Oil and Gas Offerings,” 11 Sec. Reg. L.J. 135, 1983; “Capitalism and Reality Meet in the Courts. . . Finally,” 59 O.B.J. 3537, 1987; “Class Actions, New Rules & Data Breach Cases,” Annual OCBA Winter Seminar, 2019. Membership: Arbitration Panel, New York Stock Exchange; Federal Bar Association; Oklahoma County Bar Association (Committee on Professionalism, 1987-1990); Oklahoma Bar Association (Civil Procedure/Evidence Code, Lawyers Helping Lawyers Assistance Program and Rules of Professional Conduct Committees, 2017-2020); American Bar Association (Committee on Securities Litigation and Corporate Counsel); American Inns of Court (Barrister 1990-1993 and Master 2002-2004); inducted into the Outstanding Lawyers of America, 2003; received the Martindale-Hubbell peer review rating of AV Preeminent in both ethical standards and legal ability; recognized as one of the “Top Lawyers of 2013” for excellence and achievements in the legal community; Litigation Counsel of America (Trial Lawyer & Appellate Lawyer Honorary Society). Awards/Honors: Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2018 (Global Law Experts Annual Awards); Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2019, 2020 (Corporate INTL Magazine); Oklahoma Super Lawyers list by Thomson Reuters – 2019;

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Recognized for Exceptional Service and Outstanding Performance on behalf of the Federal Bar Association (Oklahoma City Chapter) Pro Bono Program – 2018-2019, 2020, Oklahoma Super Lawyer for 2022.

STUART W. EMMONS. (In Memoriam) Education: University of Oklahoma (J.D., 1987, with distinction); University of Oklahoma (B.B.A., Accounting, 1984, with distinction). Admitted to practice: 1987, Oklahoma; 1987, U.S. District Court for the Western District of Oklahoma; 1990, U.S. District Court for the Northern District of Oklahoma; 1992, U.S. Court of Appeals, Tenth Circuit; 1994, U.S. Court of Appeals, Eighth Circuit; U.S. Patent and Trademark Office; 2002, U.S. District Court for the District of Colorado; U.S. District Court for the Southern District of Texas; 2003, U.S. Court of Appeals, Second Circuit; 2004, U.S. District Court for the Northern District of Texas; U.S. Court of Appeals, Fifth Circuit; 2005, United States Supreme Court; 2005 U.S. Court of Appeals, Fourth Circuit; 2015, U.S. Court of Appeals, First Circuit; 2016, U.S. Court of Appeals, Ninth Circuit and U.S. Court of Appeals for the First Circuit. 1988-1989, Law Clerk to the Hon. Layn R. Phillips, U.S. District Court for the Western District of Oklahoma. Published Decisions: *American Fidelity Assurance Company v. The Bank of New York Mellon*, 810 F.3d 1234 (10th Cir. 2016); *Paul Spitzberg v. Houston American Energy Corporation, et al.*, 758 F.3d 676 (5th Cir. 2014); *Patipan Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10th Cir. 2015); Membership: Oklahoma County and Oklahoma Bar Associations.

SARA E. COLLIER. Education: Oklahoma Christian University (B.S. 2000); Oklahoma City University School of Law (J.D., 2004). Admitted to practice: Oklahoma; 2005, U.S. District Courts for the Western, Eastern and Northern Districts of Oklahoma; 2007, U.S. District Court for the Southern District of Texas; and 2007, United States Court of Appeals for Veterans Claims in Washington, DC. Membership: Oklahoma Bar Association, American Bar Association.

KENNEDY M. BRIAN. Education: University of Central Oklahoma (B.M. in Musical Theater, 2018, cum laude; Minor in Real Estate Finance), University of Oklahoma (J.D., 2021) (Dean's Honor Roll; Academic Achievement Award, Trial Techniques; American Indian Law Review). Admitted to practice: Oklahoma 2021; U.S. District Court for the Eastern District of Oklahoma, 2022; U.S. District Court for the Western District of Oklahoma, 2022; U.S. District Court for the Northern District of Oklahoma, 2023. Membership: Oklahoma Bar Association, Federal Bar Association, Junior League of Oklahoma City, and Oklahoma County Bar Association. Prior to joining Federman & Sherwood, Ms. Brian was actively involved in litigation on various estate planning, probate, and trust matters.

JESSICA A. WILKES. Education: Baylor University School of Law (J.D. 2021, with honors; Dean's Academic Excellence Full-Tuition Scholarship; Baylor Law Review, Technical Editor & Alumni Relations Coordinator; Research Assistant for Dean and Professors; Baylor Barrister Society). Admitted to practice: Oklahoma 2021, Membership: Oklahoma Bar Association; Oklahoma Bar Association, Women in Law; Friends of Trivera; Junior League of Oklahoma City. Prior to joining Federman & Sherwood, Ms. Wilkes actively practiced in litigation for the Oklahoma Attorney General's Office.

TANNER R. HILTON. Education: Texas A&M University (B.S. in Political Science, 2019); Oklahoma City University School of Law (J.D., 2022, Dean's List Spring of 2021; Order of the Barristers; Native American Law Student Association Moot Court Team, 2020-2022; CALI Award for Secured Transactions (2021)). Mr. Hilton graduated from Oklahoma City University School of Law in May of 2022 and is admitted to practice law in the State of Oklahoma.

ALEX J. EPHRAIM. Education: University of Colorado – Denver (B.A. Political Science – Public Policy Analysis, 2018, summa cum laude, honor society, dean's list); University of Missouri – Kansas City School of Law (second century scholarship recipient, mock trial team, dean's list). Admitted to practice: Oklahoma 2021, U.S. District Court for the Eastern District of Oklahoma, U.S. District Court for the Western District of

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Oklahoma. Membership: Oklahoma Bar Association, Oklahoma County Bar Association. Prior to joining Federman & Sherwood, Mr. Ephraim actively practiced general civil litigation.

OF COUNSEL:

JOHN CHARLES SHERWOOD. Education: Texas Christian University, (BBA, magna cum laude, 1981); Baylor School of Law (J.D., 1984). Areas of Practice: Litigation. Board Certified: Civil Trial Law, Personal Injury Trial Law, Texas Board of Legal Specialization. Organizations: Texas Trial Lawyers, Association of Trial Lawyers of America, Dallas Trial Lawyers Association, Dallas Bar Association, Former Chairperson of the Solo and Small Firm Section of the Dallas Bar Association (1999), Member of the College of the State Bar of Texas and founding President of Citizens For a Fair Judiciary (Political Action Committee). Licenses and Courts of Practice: Member of the State Bar of Texas, National Board of Trial Advocacy, Licensed as a Certified Public Accountant by the Texas State Board of Public Accountancy, admitted to practice before the United States Tax Court, United States District Court, Northern District of Texas, United States Fifth Circuit Court of Appeals, and the United States Supreme Court. Papers Presented: *Other People's Money*, Presented to the Dallas Bar Association, Solo and Small Firm Section; Recognition: "Top Attorneys in Texas, Business Litigation," (2012).

A. BROOKE MURPHY. Education: Oklahoma City University (B.A. summa cum laude, 2005; Robert L. Jones Outstanding Senior Paper Award; Women's Leadership Award); University of Oklahoma College of Law (J.D. 2010, with honors; Dean's List; First Amendment Moot Court Team; Assistant Articles Editor of Oklahoma Law Review). Admitted to practice: Oklahoma, 2010; U.S. District Court for the Western District of Oklahoma, 2010; U.S. District Court for the Northern District of Texas, 2010; U.S. District Court for the Eastern District of Wisconsin, 2023; Tenth Circuit Court of Appeals, 2014; First Circuit Court of Appeals and Ninth Circuit Court of Appeals, 2016; Second Circuit Court of Appeals, 2021. Published Decisions: *Paul Spitzberg v. Houston American Energy Corporation, et al.*, 758 F.3d 676 (5th Cir. 2014); *Patipan Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10th Cir. 2015); *Angley v. UTi Worldwide Inc.*, 311 F. Supp. 3d 1117 (C.D. Cal. 2018); *Mulderrig v. Amyris, Inc.*, 492 F. Supp. 3d 999 (N.D. Cal. 2020); *McFarlane v. Altice USA, Inc.*, 524 F. Supp. 3d 264 (S.D.N.Y. 2021). Publication: *Credit Rating Immunity? How the Hands-Off Approach Toward Credit Rating Agencies Led to the Subprime Credit Crisis and the Need for Greater Accountability*, 62 Okla. L. Rev. 735 (2010). Membership: Oklahoma Bar Association. Recognition: *Oklahoma Super Lawyers*, "Rising Star," 2020, 2021, 2022.

JOSHUA D. WELLS. Education: Oklahoma Baptist University (B.A. 2004); Oklahoma City University College of Law (J.D. 2008) (Dean's List, Faculty Honor Roll, OCU American Trial Lawyers Association Moot Court Team, 2008; Staff Member, Law Review, 2006-07; Executive Editor, Law Review, 2007-08). Admitted to practice: Oklahoma, 2008; U. S. District Court for the Western District of Oklahoma; 2009, U.S. District Court for the Eastern District of Oklahoma; 2011, U.S. District Court for the Northern District of Oklahoma; 2012, U.S. Court of Appeals for the Tenth Circuit; 2016, U.S. Court of Appeals, Fourth Circuit. Membership: Oklahoma Bar Association; Federal Bar Association; American Bar Association. Publication: *Stuck in the Mire: The Incomprehensible Labor Law*, 34 Okla. City U.L. Rev. 131 (2009). Experience: Research Assistant to J. William Conger, General Counsel and Distinguished Lecturer of Law, Oklahoma City University and President of the Oklahoma Bar Association (2007-08). General Counsel for Reaching Souls International (2013-2016). Mr. Wells has significant experience in complex and class action litigation in various state and federal courts, with more than a decade of experience protecting consumer and shareholder rights. Mr. Wells knows how to efficiently prosecute complex cases to conclusion and practices in areas of estate planning, probate, and guardianships for both children and adults. He is the recipient of the Federal Bar Association Pro Bono Exceptional Service Award (2019) and is a leader in his church.

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PARALEGALS:

SHARON J. KING. Ms. King has worked in the legal community for over twenty years, after having worked in the securities and insurance industry for over fifteen years. She primarily works on insurance and civil litigation.

JANE E. ADAMS. Mrs. Adams has over 25 years of Administrative and Finance experience focusing her career on Human Resources. Additionally, she has first-hand experience with FEMA response as well as government contractual administration.

TIFFANY R. PEINTNER. Mrs. Peintner has worked in the legal community for over fourteen years. Before joining Federman & Sherwood, Mrs. Peintner worked in patent law, oil and gas, probate, banking and real estate, family law, personal injury and insurance defense. She works in securities and civil litigation for the firm.

FRANDELIND V. TRAYLOR. Mrs. Traylor has worked in the legal community for over fifteen years. She provides class action, securities and derivative litigation, and product liability support for the firm.

LACRISTA A. BAGLEY. Ms. Bagley has worked in the legal community for over twenty years. Before joining Federman & Sherwood, Ms. Bagley worked primarily in bankruptcy law that focused on Chapter 11's and corporate liquidations. She has previous experience with estate planning, family law, civil defense, personal injury and medical malpractice. She works in derivatives and civil litigation for the firm.

SELECT CASES WHERE FEDERMAN & SHERWOOD HAS SERVED AS LEAD OR CO-LEAD COUNSEL

CONSUMER CLASS ACTIONS	COURT
Accreditation Commission for Education in Nursing (Data Breach)	USDC Northern District of Georgia
Albany ENT & Allergy	Supreme Courts of the State of New York, Albany County
Altice USA, Inc. (Data Breach)	USDC Southern District of New York
Artech, LLC (Data Breach)	USDC Northern District of California
AssistRx, et al (Data Breach)	USDC Middle District of Florida
AT&T Services Inc.	USDC Northern District of Texas
Avem Health Partners, Inc. (Data Breach)	USDC Western District of Oklahoma
BHI Energy Services	USDC District of Massachusetts
Brinker International, Inc. (Chili's) (Data Breach)	USDC Middle District of Florida
Bryan Cave Leighton Paisner LLP Data Breach Litigation	USDC Northern District of Illinois
Burgerville, LLC (Data Breach)	Circuit Court, State of Oregon, Multnomah County
Carvin Wilson Software, LLC (Data Breach)	USDC District of Arizona
CentralSquare Technologies, LLC (Data Breach)	USDC Southern District of Florida
Christie Business Holdings Company PC (Data Breach)	USDC Central District of Illinois
Colorado Dept. of Health Care Policy & Financing/IBM (Data Breach)	District Court, City and County of Denver, State of Colorado
Dakota Growers Pasta Company, Inc. (Food Mislabeling)	USDC District of Minnesota/District of New Jersey
Filters Fast, LLC (Data Breach)	USDC Western District of Wisconsin
Hy-Vee, Inc. (Data Breach)	USDC Central District of Illinois
Intellihartx (Data Breach) (Executive Lead Counsel)	USDC Northern District of Ohio
Johns Hopkins Health System & Johns Hopkins University (Data Breach) (Interim Lead Counsel)	Circuit Court of Maryland for Baltimore City
Lansing Community College (Data Breach) (PSC)	USDC Western District of Michigan
LeafFilterNorth, LLC/LeafFilter North of Texas, LLC (Data Breach)	USDC Western District of Texas
Lime Crime, Inc. (Data Breach)	USDC Central District of California
Medical Review Institute of America, LLC (Data Breach)	USDC District of Utah
Mednax Services, Inc. (Data Breach)	USDC Southern District of Florida
MedQ, Inc. (Data Breach)	USDC Eastern District of Texas
Mercer University (Data Breach)	USDC Middle District of Georgia
MidFirst Bank and Midland Financial Co. (Data Breach)	USDC Western District of Oklahoma
Morris Hospital (Data Breach)	Circuit Court of the Thirteenth Judicial Circuit Grundy, County, Illinois
In re: Navvis & Company, LLC Data Breach Litigation (Data Breach)	USDC Eastern District of Missouri
OneTouchPoint (Data Breach) (PSC)	USDC Eastern District of Wisconsin
In Re: Orrick, Herrington & Sutcliffe Data Breach Litigation (Data Breach) (Interim Lead Counsel)	USDC Northern District of California
Peachtree Orthopaedic Clinic, P.A. (Data Breach)	Superior Court of Forsyth County, State of Georgia
Physician's Business Office, Inc. (Data Breach)	In the Circuit Court of Wood County, West Virginia
PracticeMax (Data Breach)	USDC District of Arizona
Progressive Casualty Insurance (Data Breach)	USDC Northern District of Ohio
In re: QTC Commercial Services, LLC d/b/a IMX Medical Management Services, LLP Data Breach Litigation (Data Breach)	USDC Eastern District of Pennsylvania
Skidmore College (Data Breach)	USDC Northern District of New York
Smile Brands (Data Breach)	USDC Central District of California
Snap Finance (Data Breach)	USDC District of Utah
Solara Medical Supplies, LLC (Data Breach)	USDC Southern District of California
Sysco Corporation (Data Breach) (PSC)	USDC Southern District of Texas
TD Ameritrade, Inc. (Data Breach)	USDC District of Nebraska
TMX Finance Corporation Services, Inc. (Data Breach) (PSC)	USDC Southern District of Georgia
Wichita State University (Data Breach)	USDC District of Kansas
Yuma Regional Medical Center (Data Breach)	USDC District of Arizona
SHAREHOLDER DERIVATIVE CASES	
Abercrombie & Fitch Company	USDC Southern District of Ohio
American Superconductor Corporation	Superior Court, Commonwealth of Massachusetts
Antares Pharma, Inc.	USDC District of New Jersey
Arrowhead Research Corporation	Superior Court, State of California, County of Los Angeles
Carrier Access Corporation	USDC District of Colorado
Catalina Marketing Corporation	Chancery Court of the State of Delaware
Cell Therapeutics, Inc.	USDC Western District of Washington
Computer Associates	USDC Eastern District of New York
Delcath Systems, Inc.	USDC Southern District of New York
Dendreon Corporation	USDC Western District of Washington
Digital Turbine, Inc.	USDC Western District of Texas
Doral Financial Corporation	USDC Southern District of New York
Dynavax Technologies Corporation	Superior Court of the State of California; county of Alameda

SELECT CASES WHERE FEDERMAN & SHERWOOD HAS SERVED AS LEAD OR CO-LEAD COUNSEL

First BanCorp.	USDC District of Puerto Rico
Flowers Foods, Inc.	USDC Middle District of Georgia
Genta, Inc.	USDC District of New Jersey
GMX Resources, Inc.	District Court of Oklahoma County, Oklahoma
Great Lakes Dredge & Dock Corporation	Circuit Court of Illinois, Dupage County Chancery Division
Host America Corporation	USDC District of Connecticut
Motricity Inc.	USDC Western District of Washington
NutraCea	Superior Court of Maricopa County, Arizona
Nuverra Environmental Solutions, Inc.	Superior Court of Maricopa County, Arizona
Nyfix, Inc.	USDC District of Connecticut
OCA, Inc.	USDC Eastern District of Louisiana
ONEOK, Inc.	District Court of Tulsa County, Oklahoma
PainCareHoldings, Inc.	USDC Middle District of Florida
Seitel, Inc.	USDC Southern District of Texas
Six Flags Entertainment Corporation	USDC Northern District of Texas
Spectrum Pharmaceuticals, Inc.	USDC District of Nevada
Southwest Airlines Co.	USDC Northern District of Texas
The Spectranetics Corporation	USDC District of Colorado
ValueClick, Inc.	USDC Central District of California
Zix Corporation	USDC Northern District of Texas
SECURITIES CLASS ACTIONS	
Amyris, Inc.	USDC, Northern District of California
Bellicum Pharmaceuticals, Inc.	USDC Southern District of Texas
Broadwind Energy, Inc.	USDC Northern District of Illinois
China Valves Technology, Inc.	USDC Southern District of New York
Cryo-Cell International, Inc.	USDC Middle District of Florida
Delta Petroleum, Inc.	USDC District of Colorado
Direxion Shares ETF Trust	USDC Southern District of New York
EnerI, Inc.	USDC Southern District of New York
Exide Technologies	USDC Central District of California
Galena Biopharma, Inc.	USDC, District of New Jersey
Houston American Energy Corp.	USDC Southern District of Texas
Image Innovations Holdings, Inc.	USDC Southern District of New York
IZEA, Inc.	USDC Central District of California
Motive, Inc.	USDC Western District of Texas
Quest Energy Partners LP	USDC Western District of Oklahoma
Secure Computing Corporation	USDC Northern District of California
Superconductor Technologies, Inc.	USDC Central District of California
UTi Worldwide, Inc.	USDC Central District of California
Unistar Financial Service Corp.	USDC Northern District of Texas
MDL PROCEEDINGS	
In re: Anthem, Inc. (Data Breach-Participating Counsel)	USDC, Northern District of California
In re: Equifax, Inc. (Data Breach-Participating Counsel)	USDC Northern District of Georgia
In re: Farmers Insurance Co.	USDC Western District of Oklahoma
In re: Home Depot, Inc. (Executive Committee)	USDC Northern District of Georgia
In re: Mednax Services Inc. (Data Breach - Co-Lead Counsel)	USDC Southern District of Florida
In re: Premera Blue Cross (Data Breach-Participating Counsel)	USC, District of Oregon
In re: Samsung Electronics America, Inc.	USDC Western District of Oklahoma
DEAL CASES (MERGERS)	
Easylink Services International Corp.	Superior Court of Gwinnett County, Georgia
Genon Energy, Inc.	Chancery Court of the State of Delaware
Lawson Software, Inc.	Chancery Court of the State of Delaware
Network Engines, Inc.	Chancery Court of the State of Delaware
Paetec Holding Corp. Shareholder Litig.	Chancery Court of the State of Delaware
Williams Pipeline Partners, L.P.	District Court of Tulsa County, Oklahoma
Xeta Technologies, Inc.	District Court of Tulsa County, Oklahoma
ERISA LITIGATION	
Winn-Dixie Stores	USDC Middle District of Florida