Jean S. Martin (admitted pro hac vice)
AYLSTOCK WITKIN
KREIS & OVERHOLTZ, PLC
17 E. Main St., Suite 200
Pensacola, FL 32502
Phone: 850.202.1010
jmartin@awkolaw.com

Bryan L. Bleichner (admitted pro hac vice)
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
Phone: 612.339.7300
Fax: 612.336.2640
bbleichner@chestnutcambronne.com

Interim Co-Lead Class-Counsel for Plaintiffs and the Proposed Class

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, Margaret O'Grady, Mayra Esquivel and her minor son, E.N., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Yuma Regional Medical Center,

Defendant.

Lead Case No. 2:22-CV-01061-PHXSMB

DECLARATION OF INTERIM CO-LEAD COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

We, Jean S. Martin and Bryan L. Bleichner, declare as follows:

I. INTRODUCTION AND QUALIFICATIONS

1. We are the attorneys appointed by this Court as Interim Co-Lead Counsel for Plaintiffs and the proposed Class in this consolidated action. Jean S. Martin is a partner at Aylstock, Witkin, Kreis & Overholtz, PLC ("AWKO"), and Bryan L. Bleichner is a partner at Chestnut Cambronne PA ("Chestnut Cambronne"). We submit this Joint Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion").

2. We each have personal knowledge of the matters set forth herein based upon our participation in, and supervision of, the prosecution of this litigation from its inception, our participation in the settlement negotiations and mediations described below, and our review of the files maintained by our respective firms in this matter. If called upon to do so, we could and would competently testify to each of the facts stated herein.

3. We submit this Joint Declaration for the purpose of describing for the Court: (a) the experience and qualifications of proposed Class Counsel; (b) the investigation and litigation conducted before the Settlement was reached; (c) the informal discovery exchanged and the informed basis on which the Settlement was negotiated; (d) the arm's-length, mediator-supervised nature of the negotiations; (e) the value of the Settlement; (f) the selection of the Settlement Administrator

following a competitive bidding process; and (g) our considered views regarding the fairness, reasonableness, and adequacy of the Settlement.

4. Ms. Martin has litigated complex class actions for more than 20 years, with a substantial concentration in data breach and data privacy litigation. She has served in a leadership capacity—as lead counsel, co-lead counsel, settlement class counsel, or a member of plaintiffs' executive or steering committees—in numerous data breach class actions in federal courts throughout the United States. Courts in those matters have found her, and the firms with which she has practiced, to be adequate and experienced class counsel.

5. Mr. Bleichner is similarly incredibly experienced in class action litigation, with a substantial concentration in data breach, data privacy, and financial institution litigation. He has been appointed to leadership positions in numerous data breach class actions in federal courts throughout the United States.

6. On August 15, 2022, we were appointed interim Co-Lead Counsel by the Court, with the Court. *See* ECF No. 19. Both of our firms have the resources, experience, and knowledge of the applicable law necessary to continue to represent the proposed Class, and both firms have committed—and will continue to commit—substantial attorney time and out-of-pocket resources to the prosecution of this matter and to the administration of the Settlement through final distribution. Neither

we nor our firms have any interest adverse to, or in conflict with, the interests of the Class.

II. INVESTIGATION AND PROSECUTION OF THE LITIGATION

7. Beginning promptly after Yuma Regional Medical Center ("YRMC") publicly disclosed the data security incident that occurred between approximately April 21, 2022, and April 25, 2022 (the "Data Incident"), our firms undertook a substantial pre-suit investigation. That investigation included, among other things: reviewing YRMC's public notice of the Data Incident and its substitute notice materials; reviewing YRMC's reporting to the U.S. Department of Health and Human Services Office for Civil Rights and to state attorneys general; reviewing YRMC's privacy notices, patient-facing representations, and publicly available financial and regulatory information; researching the applicable data security standards and obligations, including those arising under HIPAA and the Federal Trade Commission Act; researching applicable Arizona and other state law; and interviewing YRMC patients who received notice of the Data Incident, including the individuals who ultimately became the named Plaintiffs in this consolidated action.

8. The procedural history of this litigation is set forth in the Motion and is not repeated at length here. In summary, and as relevant to the Court's evaluation of the Settlement, the Parties have litigated this matter vigorously and at arm's length for more than four years, including through: (a) the filing of multiple related actions

in this Court and in Arizona state court and consolidation of those actions (ECF 13, 15, 18, 20, 23, 25, 28, 32, 33, 36, 39); (b) the appointment of Interim Co-Lead Counsel (ECF 19); (c) fully briefed motions to remand, limited jurisdictional discovery, and oral argument, which resulted in the denial of those motions (ECF 26, 40, 41, 47, 50–66, 65) and the Ninth Circuit's denial of the petition for permission to appeal (ECF 67); (d) the filing of an amended consolidated complaint and full briefing of YRMC's first motion to dismiss (ECF 68, 74, 75, 78), which the Court granted with leave to amend (ECF 81); (e) the filing of the First Amended Consolidated Class Action Complaint (ECF 83) and full briefing of YRMC's second motion to dismiss (ECF 90, 92, 94), which the Court granted in part and denied in part on August 13, 2025, leaving Plaintiffs' Arizona Consumer Fraud Act claim as the operative claim (ECF 95); (f) YRMC's Answer (ECF 99); and (g) proceedings under the Court's Amended Case Management Order (ECF 110).

9. As a result of that work, we developed a detailed understanding of the strengths and weaknesses of Plaintiffs' claims, the defenses available to YRMC, the scope of the Data Incident, the categories of Private Information involved, and the realistic range of outcomes if the litigation were to continue through class certification, summary judgment, trial, and appeal.

III. INFORMATION EXCHANGED AND THE INFORMED BASIS FOR SETTLEMENT

10. Before agreeing to the Settlement, we obtained information sufficient to make an informed judgment about the value of the claims and the fairness of the proposed resolution. In addition to the jurisdictional discovery taken in connection with the motions to remand, YRMC provided—and we reviewed and analyzed—confidential information in advance of and in connection with both mediations, including information concerning: (a) the nature, timing, and scope of the Data Incident; (b) the results of the forensic investigation of the Data Incident, including the categories of files and Private Information affected; (c) the identity and number of individuals to whom notice of the Data Incident was sent, and thus the size and composition of the proposed Class; and (d) YRMC's data security policies, procedures, and practices in place at the time of the Data Incident and the remedial measures undertaken thereafter.

12. We also analyzed publicly available data regarding the outcomes of comparable healthcare data breach class actions, including reported settlement funds, class sizes, per-class-member values, claims rates, benefit structures, and awards of attorneys' fees, costs, and service awards, in order to benchmark the relief obtained here. Based on that analysis, and taking into account the procedural posture of this case following the Court's August 13, 2025, order narrowing Plaintiffs' claims to a single Arizona Consumer Fraud Act claim, we believe the monetary and

non-monetary relief provided by this Settlement compares favorably to relief obtained in similar cases.

IV. THE SETTLEMENT NEGOTIATIONS WERE ARM'S-LENGTH AND NON-COLLUSIVE

13. The Settlement is the product of hard-fought, arm's-length negotiations conducted over the course of more than eighteen months and two separate mediation sessions before a neutral with substantial experience mediating data breach class actions.

14. On October 24, 2024, the Parties participated in a mediation before Bruce Friedman, Esq., of JAMS. That mediation was conducted while YRMC's first motion to dismiss was pending and fully briefed. Despite good-faith efforts by both sides, the Parties were unable to reach a resolution, and the litigation continued.

15. Mr. Friedman is a highly experienced mediator who has mediated numerous complex class actions, including data breach and data privacy class actions. Throughout the mediations, Mr. Friedman was actively engaged, pressed both sides on the strengths and weaknesses of their respective positions, and served as a check against any risk of collusion.

16. After the Court granted in part and denied in part YRMC's second motion to dismiss (ECF 95), YRMC answered (ECF 99), and the Court entered its Amended Case Management Order directing the Parties to engage in good-faith

settlement talks (ECF 110), the Parties participated in a second, full-day, in-person mediation before Mr. Friedman on May 29, 2026. ECF 111.

17. Following extensive negotiation, and with Mr. Friedman's assistance, the Parties reached an agreement in principle on the material terms of a classwide settlement. The Parties thereafter negotiated the remaining terms and the documentation of the Settlement and executed the Settlement Agreement. A true and correct copy of the executed Settlement Agreement and its exhibits is attached to the Motion as Exhibit A.

18. At no point during the negotiations was there any discussion of the amount of attorneys' fees, costs, or service awards until after the Parties had reached agreement on the substantive relief to be made available to the Class.

19. The negotiations were at all times adversarial and conducted in good faith. Counsel for YRMC are experienced and capable defense counsel who advocated vigorously for their client. Based on our participation in the negotiations, we can represent to the Court that the Settlement was not the product of collusion, and that neither Plaintiffs nor the Class was disadvantaged by any conflict of interest or improper consideration.

V. THE TERMS AND VALUE OF THE SETTLEMENT

20. The Settlement provides relief for a Settlement Class defined as "[a]ll living individuals who were sent notice of the Data Incident," subject to the

exclusions set forth in the Settlement Agreement. S.A. ¶ 1.38. Based on the information provided by YRMC, we understand the Settlement Class consists of approximately 720,217 individuals.

21. YRMC will fund a non-reversionary Settlement Fund of $1,985,000. From that Fund, Settlement Class Members may submit claims for reimbursement of Documented Out-of-Pocket Losses of up to $4,000 per Settlement Class Member. Class Members may also elect a Pro Rata Cash Payment, which will adjust upward or downward based on the number of valid claims submitted and the amount remaining in the Fund after payment of Notice and Settlement Administration Costs, any Court-approved attorneys' fees and litigation expenses, and any Court-approved Service Awards. Because the Fund is non-reversionary, no portion of it will revert to YRMC.

22. In addition, all Settlement Class Members will automatically receive one year of Medical Monitoring services, which include $1,000,000 in identity theft insurance coverage with no deductible. In our experience, automatic—rather than claims-made—credit or medical monitoring relief is a meaningful benefit to a class of this kind, because it delivers protective value to every Settlement Class Member regardless of claiming behavior.

23. Separately, and in addition to the Settlement Fund, YRMC has agreed to implement and to confirm in writing to Plaintiffs' Counsel a set of data security

enhancements, at a cost to YRMC of more than $750,000, to better protect patient information going forward. Those costs are borne by YRMC separate and apart from the Settlement Fund. Because of the sensitivity of the specific measures—public disclosure of which could itself create security risk—the measures are not detailed in the public filings; YRMC has agreed to provide an overview of the practices implemented and their costs to the Court for in camera review upon request. In our view, this injunctive component provides prospective, real-world value to the Class, many of whom remain YRMC patients.

24. Notice and Settlement Administration Costs, any Court-approved attorneys' fees and litigation expenses, and any Court-approved Service Awards will be paid from the Settlement Fund. Class Counsel intend to seek an award of attorneys' fees and reimbursement of litigation expenses not to exceed $825,000, and Service Awards of $2,500 to each Class Representative, in a motion to be filed no later than fourteen (14) days before the deadline for Settlement Class Members to opt out of or object to the Settlement, so that Settlement Class Members will have the requested amounts and supporting papers available to them before those deadlines run. The Notice will advise Settlement Class Members of the amounts Class Counsel intends to request and of the Settlement Website at which the motion may be reviewed.

25. We believe the Settlement treats Settlement Class Members equitably relative to one another. All Settlement Class Members are eligible for the same categories of cash relief on the same terms, all automatically receive the same Medical Monitoring benefit, and no segment of the Class—including the Class Representatives—receives preferential treatment with respect to the Settlement's benefits. The proposed Service Awards compensate the Class Representatives for the time, effort, and personal-privacy burdens they undertook on behalf of the Class, and are consistent with awards approved in comparable cases in this Circuit.

26. Each of the Class Representatives actively participated in this litigation. Their contributions included, among other things: communicating with counsel on a regular basis over a period of years; searching for, gathering, and providing documents and information relating to their personal circumstances and any misuse of their information; reviewing and approving pleadings; providing information used in responding to YRMC's motions to dismiss and in preparing for mediation; consulting with counsel regarding settlement; and accepting the reputational and privacy consequences of publicly asserting claims concerning their own sensitive medical and personal information.

VI. THE NOTICE PROGRAM AND SELECTION OF THE SETTLEMENT ADMINISTRATOR

27. The Parties selected the proposed Settlement Administrator, Eisner Advisory Group LLC ("EAG") following a competitive bidding process in which we solicited and evaluated proposals from numerous experienced class action settlement administrators. We evaluated the bids on the basis of, among other factors, projected notice and administration costs at varying claims rates, experience administering data breach class settlements of comparable size and complexity, data security and data handling protocols, capacity for email and postal notice and address updating, claims review methodology and fraud-detection capability, call center and website capabilities, and reputation with courts and counsel. EAG submitted a proposal that we determined offered the best combination of cost and capability, and its selection was made with the goal of maximizing the funds available for distribution to the Class.

28. EAG is a well-respected and reputable third-party administrator with significant experience administering data breach class action settlements, having supported hundreds of class action administrations. Its duties under the Settlement Agreement include implementing the Court-approved Notice Program, establishing and maintaining the Settlement Website and toll-free telephone line, processing Opt-Out Requests and Claim Forms, administering the Settlement Fund, providing weekly reporting to the Parties, distributing Settlement benefits, and submitting a declaration in advance of the Final Approval Hearing confirming completion of the

Notice Program. The cost of notice and administration will be paid from the Settlement Fund. We will continue to oversee the Settlement Administrator's work through the completion of the distribution process.

29. We believe the Notice Program is the best notice practicable under the circumstances. Because the Settlement Class consists of individuals to whom YRMC previously sent notice of the Data Incident, YRMC's records provide contact information for the Class, permitting direct notice by email where an email address is available and by U.S. mail.

VII. RISKS OF CONTINUED LITIGATION AND THE VIEWS OF CLASS COUNSEL

30. Although we believe Plaintiffs' remaining claim is meritorious, we recognize that continued litigation would present substantial risk, expense, and delay. Following the Court's August 13, 2025, Order, Plaintiffs' case rests on a single Arizona Consumer Fraud Act claim. Continued litigation would require Plaintiffs to prevail on contested class certification—which has rarely been achieved in litigated data breach cases, and which has been reversed on appeal even where achieved—and thereafter to survive summary judgment and to prove liability, causation, and classwide damages at trial through competing expert testimony on data security standards, forensic causation, and damages methodology. Any judgment would likely be followed by an appeal, further delaying relief by years.

31. Absent settlement, the litigation would also require extensive additional fact and expert discovery, including depositions of YRMC's personnel and third-party forensic vendors, retention of multiple experts, and substantial document review, at a cost we estimate in the [hundreds of thousands] of dollars, all of which would be borne by our firms on a contingent basis with no assurance of recovery. Weighed against those risks, the immediate, certain, and non-reversionary relief provided by the Settlement—together with the automatic Medical Information Monitoring benefit and YRMC's commitment of more than $750,000 to data security enhancements—represents an excellent result for the Class.

32. Based on our experience litigating and resolving data breach class actions, our knowledge of the record developed in this case, our analysis of comparable settlements, and our assessment of the risks described above, it is our considered judgment that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. We recommend it to the Court without reservation, and we respectfully submit that the Court will likely be able to grant final approval under Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on the proposal.

33. We further submit that we have adequately represented the Class as Interim C0-Lead Counsel within the meaning of Rules 23, and that we satisfy the criteria of Rule 23(g)(1)(A) for appointment as Class Counsel.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Winston-Salem, North Carolina this 24th day of September, 2026.

/s/ *Jean S. Martin*
JEAN S. MARTIN

Executed in Minneapolis, Minnesota this 24th day of September, 2026.

/s/ Bryan L. Bleichner
BRYAN L. BLEICHNER