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**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, and Margaret O'Grady, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Yuma Regional Medical Center,

Defendant.

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

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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## I. INTRODUCTION

Through mediation and extensive settlement negotiations, Plaintiffs[1] Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, and Margaret O'Grady ("Plaintiffs"), individually and as representatives of the Settlement Class, and Defendant Yuma Regional Medical Center ("YRMC" or "Defendant") (together with Plaintiffs, the "Settling Parties") have reached a proposed classwide settlement in this matter. Plaintiffs hereby respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support. Defendant has reviewed this filing and does not oppose this Motion. A copy of the Settlement Agreement ("S.A.") and its exhibits are attached as **Exhibit A**. The Settlement is fair, reasonable and adequate, warranting preliminary approval and notice should be distributed to Class Members.

## II. STATEMENT OF FACTS

Plaintiffs and Class Members are patients of YRMC who entrusted their Private Information to YRMC with the expectation and understanding that this information would be kept confidential. First Amend. Consol. Class Action Compl. ECF 83 ("FAC") ¶¶ 28, 29, 31, 47, 58, 70, 79, 89, 101, 113, 124, 137, 148, 158, 198.

[1] All capitalized terms herein not otherwise defined in text shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A.

From April 21, 2022, to April 25, 2022, cybercriminals targeted YRMC's files and systems and "removed a subset of files from [Defendant's] systems." *Id.* ¶¶ 2, 39. The hackers infiltrated YRMC's systems, where they had access to the confidential Private Information of Defendant's patients—including their names, Social Security numbers, health insurance information, and medical information relating to healthcare received at YRMC ("the Data Incident"). *Id.* ¶¶ 35, 39. The Data Incident compromised the Private Information of hundreds of thousands of patients. *Id.* ¶ 1.

## III. PROCEDURAL HISTORY

On June 22, 2022, Plaintiff Brittney Johnson filed a class action complaint against YRMC alleging various claims arising from a data breach that occurred at Yuma Regional Medical Center that was discovered in April 2022. ECF 1. Multiple other cases were filed in this Court and Arizona state court, which were ultimately consolidated after Motions by both Plaintiffs and Defendant (ECF 13, 15, 18, 23, 25, 28, 33) and by the Court. ECF 20, 32, 36, 39. The Court appointed Jean S. Martin, then of Morgan & Morgan Complex Litigation Group (now of Aylstock, Witkin, Kreis & Overholtz PLC), and Bryan L. Bleichner of Chestnut Cambronne PA as Interim Co-Lead Counsel. ECF. 19.

Some of the plaintiffs who had originally filed related cases in state court filed Motions to Remand. ECF 26, 40. After briefing, limited jurisdictional discovery, and oral argument, this Court denied those motions. ECF 65. The Ninth Circuit

subsequently denied those plaintiffs' petition for permission to appeal this Court decision. ECF 67.

On April 11, 2024, Plaintiffs filed an Amended Complaint bringing claims of negligence, negligence per se, breach of implied contract, unjust enrichment, and an Arizona Consumer Fraud Act ("ACFA") claim. ECF 68. YRMC filed a Motion to Dismiss in response. ECF 74. The Parties fully briefed the motion (ECF 75 (Plaintiffs' Response); ECF 78 (YRMC's Reply)). The parties then held a mediation with the assistance of Bruce Friedman, Esq. of JAMS on October 24, 2024, but failed to reach a resolution. The Court ultimately granted YRMC's motion, allowing the Plaintiffs leave to amend to their complaint and claims. ECF 81.

On December 13, 2024, Plaintiffs filed a putative First Amended Consolidated Class Action Complaint. ECF 83. YMRC again moved to dismiss all claims asserted in the FAC (ECF 90) for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6). The parties fully briefed the second motion to dismiss (ECF 92 (Plaintiffs' Response); ECF 94 (YRMC's Reply)). On August 13, 2025, the Court granted in part and denied in part YRMC's second motion to dismiss, dismissing all but Plaintiffs' Arizona Consumer Fraud Act ("ACFA") claim. ECF 95. On September 26, 2025, Defendant filed its Answer to Plaintiffs' First Amended Consolidated Class Action Complaint. ECF No. 99.

On March 25, 2026, the Court issued its Amended Case Management Order.

ECF 110. In its order, the Court set June 9, 2026, as the deadline for the Parties to "engage in good faith settlement talks," further requiring that the parties file a joint report on settlement talks no later than June 16, 2026. *Id.* Pursuant to the Court's order, the Parties conducted an in-person mediation, again with Bruce Friedman, Esq. of JAMS, on May 29, 2026. ECF 111. After extensive, arm's length negotiations under the guidance of the mediator, the Settling Parties agreed to terms of the Settlement in principle. *Id*. The Settling Parties then spent time finalizing the full scope of the Settlement Agreement and executed the same on September 23, 2026. *See* Exhibit A.

## IV. THE SETTLEMENT TERMS

### A. Proposed Settlement Class

The Settlement provides relief for the Settlement Class, defined as "All living individuals who were sent notice of the Data Incident." S.A. ¶ 1.38. Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Data Incidents or who pleads *nolo contendere t*o any such charge. *Id.* At the time the settlement was reached, the Settlement Class is estimated to consist of approximately 720,217 individuals.

S.A., § I(1).

**B. The Settlement Fund**

Under the Settlement Agreement, Defendant shall fund a non-reversionary Settlement Fund ("Settlement Fund") in the amount of one million nine-hundred-eighty-five thousand dollars ($1,985,000). S.A., ¶ 1.40. The Settlement Administrator will utilize funds from the Settlement Agreement to make payments in this order; (1) Notice and Settlement Administration Costs; (2) attorneys' fees and litigation expenses; (3) Service Awards; (4) approved claims for Medical Information Monitoring; (5) approved claims for documented losses; and (6) approved claims for *pro rata* cash payments. *Id.*

**C. Settlement Benefits for the Settlement Class**

The Settlement provides for the following benefits to the Settlement Class from the non-reversionary Settlement Fund in the amount of $1,985,000:

**1. Cash Payment A: Documented Out-of-Pocket Losses**

Settlement Class Members may submit a claim for Cash Payment A for up to $4,000.00 per Settlement Class Member upon presentment of documented out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident. S.A., ¶ 3.2. Settlement Class Members will be required to submit reasonable documentation supporting the losses. *Id.* Documentation supporting the claim can include receipts or other documentation not "self-prepared" by the

claimant that document the costs incurred. *Id.* "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. *Id.* Settlement Class Members will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

The documentation necessary to establish documented out-of-pocket losses is not overly burdensome and can consist of documents such as receipts from third parties, highlighted account statements, phone bills, gas receipts, and postage receipts, among other relevant documentations. If the claim is rejected for any reason, there is also a class-friendly process whereby claimants will have the opportunity to cure any deficiency in their submission if the Settlement Administrator determines a claim for Cash Payment A is deficient in whole or part.

**2. Cash Payment B: *Pro-Rata* Monetary Payment**

All Settlement Class Members may elect to receive Cash Payment B, which will be adjusted up or down depending on the number of claims made and the amount remaining in the Settlement Fund after payments for Cash Payment A, attorneys' fees and costs, Service Awards, and Notice and Settlement Administration Costs. S.A., ¶ 3.3.

**3. Medical Information Monitoring**

In addition to submitting a Claim for one more cash payments, all Settlement Class Members will automatically receive one year of Medical Information Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible. S.A., ¶ 3.4.

**4. Remedial Measures**

Separate from and in addition to the Settlement Fund, YRMC agrees to provide written confidential confirmation to Plaintiffs' Counsel of the information security improvements and measures it has implemented following the Data Incident to protect the continuing interests of Plaintiffs' and Settlement Class Members' data security. S.A., ¶ 3.5. Costs associated with these data security measures have been or shall be paid by Defendant separate and apart from the Settlement Fund. *Id.*

Specifically, as a result of the Settlement, Defendant has committed more than $750,000 towards data security enhancements to help better protect patient information moving forward. *Id.* Due to the highly confidential nature of the security measures implemented they are not outlined herein, however, Defendant has agreed to provide an overview of the practices implemented and the costs of these practices to the court for review *in camera* on request. *Id.*

**D. Class Notice**

The Parties have agreed on a comprehensive Notice Program, which includes

direct notice to the Settlement Class via e-mail or postal mail, if no email address is available. S.A., ¶¶ 5.1-5.11. The Settlement Administrator will, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses. *Id.* ¶ 5.3.

Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. *Id.* ¶ 5.4.

If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. *Id.* ¶ 5.5. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. *Id.* The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached the Settlement agreement as Exhibit A. *Id.* ¶ 5.6.

The Settlement Administrator will also create a dedicated Settlement Website. *Id.* ¶ 5.7. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice, and the Claim Form, as approved by the Court, as

well as the Settlement Agreement, to be made available to Settlement Class Members via the Settlement Website through the use of log-in credentials. *Id.* The Settlement Website will also allow the Settlement Class to get answers to frequently asked questions and will provide the telephone number to a toll-free line where they can ask further questions. *Id*.

The Notice, in forms similar to those attached to the Settlement Agreement, will inform the Settlement Class Members of the general terms of the Settlement, including a description of the Lawsuit, the identity of the Settlement Class, and what claims will be released. The Notice will include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Deadline; the Settlement Class Member Opt-Out Deadline; the deadline for Settlement Class Members to object to the Settlement and/or Class Counsel's application for attorneys' fees and costs; the Final Fairness Hearing date; and the Settlement Website address at which Settlement Class Members may access the Settlement Agreement and other related documents and information. Additionally, opt-out procedures will be explained, as well as how Settlement Class Members may exercise their right to object to the proposed Settlement and/or the application for attorneys' fees, costs, and Service Awards at the Final Fairness Hearing. See S.A., Exs. A-C.

**E. Claims Process**

For Settlement Class Members to receive cash benefits, they must accurately and timely submit a claim by the Claim Deadline. S.A., ¶ 3.6. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form. *Id*. ¶ 4.6. The Settlement Administrator will provide the Settlement Class Members who submitted Valid Claims with their cash benefits no later than 60 days after the Effective Date. S.A., ¶ 4.10. Payments for approved claims will be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form. *Id*. ¶ 4.11.

**F. Settlement Administrator**

Eisner Advisory Group LLC ("EAG") is a well-respected and reputable third-party administrator that has significant experience with data breach settlement. *See* Declaration of Co-Lead Counsel in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Joint Decl."), ¶¶ 27-28. The Settlement Administrator shall effectuate the Notice Program, handle the claims process, administer the Settlement Fund, and distribute the Settlement benefits to Settlement Class Members. The Settlement Administrator's duties include, *inter alia*:

a. Completing the Court-approved Notice Program by noticing the

Settlement Class by Short Form Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying claimants of deficient Claim Forms, and sending Settlement benefits to the Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Settlement Fund in the Escrow Account approved by the Settling Parties;

c. Establishing and maintaining a post office box to receive Opt-Out Requests, Objections, and Claim Forms from the Settlement Class;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and to answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all Opt-Out Requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of claims submitted, claims approved and rejected, deficiency notices sent, Opt-Out Requests and Objections received that week, the total number of Opt-Out Requests and Objections received to date, and

other pertinent information;

i. In advance of the Final Fairness Hearing, preparing a declaration for the Settling Parties confirming that the Notice Program was completed in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt out from the Settlement Class, indicating the number of Objections received, and other information as may be necessary to allow the Settling Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, cash payments by electronic means or by paper check;

k. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

l. Paying Notice and Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the cash payments access information have been properly distributed.

### G. Opt-Out and Objection Procedures

Consistent with the Settlement's opt-out procedures, the Long Form Notice details that Settlement Class Members who do not wish to participate in the Settlement may opt-out up to 60 days after the Notice Date. S.A., ¶¶ 6.2, 6.3. During the Opt-Out Period, they may mail an Opt-Out Request to the Settlement Administrator and include a statement clearly manifesting a request to be excluded from the Settlement Class. *Id.* ¶ 6.4. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if that Settlement Class Member does not submit a Claim Form. *Id.* ¶ 6.5.

For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) contain the name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.); (b) state his or her full name, address, and telephone number; (c) contain the Settlement Class Member's personal signature (or the signature of a Person previously authorized by law, such as a trustee, guardian, or Person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (d) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the

Settlement. *Id.* ¶ 6.4. All Settlement Class Members who submit timely and valid Opt-Out Requests shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. *Id.*, ¶ 6.5.

The Settlement Agreement and Long Form Notice also specify how the Settlement Class Members may object to the Settlement and/or the application for attorneys' fees, costs and Service Awards. For an Objection to be considered by the Court, the Objection must be submitted no later than the last day of the Objection Period (60 days after the Notice Date), as specified in the Notice. *Id.* ¶ 7.2. It must also set forth: (i) the name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.); (ii) the objector's full name, mailing address, telephone number, and email address (if any); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received; (iv) all grounds for the Objection, accompanied by any legal support for the Objection known to the objector or objector's counsel; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the Objection to

the Settlement and/or application for attorneys' fees, costs, and Service Awards; (vi) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed Objection, the caption of each case in which counsel or the firm has made such Objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior Objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected; (vii) whether the objector and/or objector's counsel will appear at the Final Approval Hearing and/or testify at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection (if any); (ix) a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the Objection; and (x) the objector's signature (an attorney's signature is not sufficient). *Id.* ¶ 7.3. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if that Settlement Class Member does not submit a Claim Form. *Id.* ¶ 7.5.

**H. Release of Claims**

Plaintiffs and any Settlement Class Members who do not timely and validly opt-out of the Settlement Class will be bound by the terms of the

Settlement, including the Releases that discharge the Released Claims against the Released Parties. S.A. ¶ 7.5.

No other action, demand, suit, arbitration, or other claim may be pursued against YRMC or any Released Persons with respect to the Released Claims. *Id.* ¶ 13.1.

**I. Attorneys' Fees and Costs**

Under the Settlement Agreement, Plaintiffs will seek an award of attorneys' fees and reimbursement of litigation expenses not to exceed $825,000, which is less than one-third of the total value of the Settlement, including the value of the relief made available to the Settlement Class through remedial measures. S.A., ¶ 8.2. Class Counsel will file the application with the Court for the Service Awards and attorneys' fees and expenses no later than fourteen (14) Days before the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court. *Id.* ¶ 8.2. The Notice will advise the Settlement Class of the amounts of attorneys' fees that Class Counsel intends to seek.

**J. Class Representative Service Awards**

Subject to Court approval, the Plaintiffs will apply for the payment of a $2,500.00 Service Award to each of the Class Representatives for their service on behalf of the Settlement Class. S.A. ¶ 8.1.

## IV. Legal Authority

Plaintiffs bring this motion pursuant to Federal Rule Civil Procedure 23(e), under which court approval is required to finalize a class action settlement. Courts, including those in this Circuit, endorse a three-step procedure for approval of class action settlements: (1) preliminary approval of the proposed settlement followed by (2) dissemination of court-approved notice to the class and (3) a final fairness hearing at which class members may be heard regarding the settlement and at which evidence may be heard regarding the fairness, adequacy, and reasonableness of the settlement. *Manual for Complex Litigation (Fourth)* (2004) § 21.63.

Here, Plaintiffs request the Court take the first step, and grant preliminary approval of the proposed Settlement Agreement.

## V. Argument

Federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned"). More traditional means of handling claims like those at issue here—individual litigation—would unduly tax the court system, require massive expenditures of resources, and given the relatively small

value of the claims of the individual class members, would be impracticable. Thus, a settlement—and specifically the Settlement Agreement proposed here—provides the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

The Manual for Complex Litigation (Fourth) advises that in cases presented for both preliminary approval and class certification, the "judge should make a preliminary determination that the proposed class satisfies the criteria." § 21.632. Because a court evaluating certification of a class action that settled is considering certification only in the context of settlement, the court's evaluation is somewhat different than in a case that has not yet settled. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). For example, in certifying a Settlement Class case, certain difficulties inherent in management the class action need not be confronted. *See id.* Other certification issues, however, such as "those designed to protect absentees by blocking unwarranted or overbroad class definitions," require heightened scrutiny in the settlement-only context "for a court asked to certify a Settlement Class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold." *Id.* Plaintiffs here seek certification of Settlement Class consisting of:

> All living individuals who were sent notice of the Data Incident. Excluded from the Settlement Class are: (i) Yuma; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to

> this case and their 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 Data Incidents or who pleads nolo contendere to any such charge.

S.A., ¶ 1.38. For the reasons set forth below, the Court should certify the Class for Settlement purposes and grant preliminary approval of the Settlement.

**A. The Settlement Satisfies Rule 23(a).**

Before assessing the Settling Parties' Settlement, the Court should first confirm the underlying Settlement Class meets the requirements of Rule 23(a). *See Amchem*, 521 U.S. at 620; *Manual for Complex Litigation (Fourth)*, § 21.632. The requirements are well known: numerosity, commonality, typicality, and adequacy—each of which is met here. Fed. R. Civ. P. 23(a); *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 979-80 (9th Cir. 2011).

**1. The Proposed Class is Sufficiently Numerous.**

While there is no fixed point where the numerosity requirement is met, courts find numerosity where there are so many class members as to make joinder impracticable. *See* Fed. R. Civ. P. 23(a)(1). "Where the exact size of the class is unknown but general knowledge and common sense indicate that it is large, the numerosity requirement is satisfied." *Orantes-Hernandez v. Smith*, 541 F. Supp. 351, 370 (C.D. Cal. 1982). Generally, courts will find numerosity is satisfied

where a class includes at least 40 members. *Holly v. Alta Newport Hosp., Inc.*, 612 F. Supp. 3d 1017, 1027 (C.D. Cal. 2020) (citing *Rannis v. Recchia*, 380 F. App'x 646, 651 (9th Cir. 2010)). Here, there is an estimated number of Settlement Class Members of about 720,217 individuals. S.A., § 1(1). Accordingly, the proposed Settlement Class easily satisfies Rule 23's numerosity requirement.

**2. The Settlement Class Satisfies the Commonality Requirement.**

The Settlement Class also satisfies the commonality requirement, which requires that class members' claims "depend upon a common contention," of such a nature that "determination of its truth or falsity will resolve an issue that is central to the validity of each [claim] in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, as in most data breach cases, "[t]hese common issues all center on [defendants'] conduct, satisfying the commonality requirement." *In re the Home Depot, Inc., Customer Data Sec. Breach Litig.*, No. 1:14-MD-02583-TWT, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016). Thus, common questions include but are not limited to: whether Defendant engaged in the wrongful conduct alleged; whether Class Members' Private Information was comprised in the Data Incident; whether YRMC provided timely notice of the Data Incident; and whether Defendant owed a duty to Plaintiffs and Class Members as alleged in the FAC. These questions are the same across the Settlement Class, as YRMC's policies and procedures relating to data security remained consistent throughout the time period

encompassing the Data Incident. *See Guy v. Convergent Outsourcing, Inc.*, No. C22-1558 MJP, 2023 WL 8778166, at *3 (W.D. Wash. Dec. 19, 2023) (allegations regarding defendant's "failure to safeguard their PII consistent with industry standards" satisfied commonality).

Thus, Plaintiffs have met the commonality requirement of Rule 23(a).

**3. Plaintiffs' Claims and Defenses are Typical of Those of the Settlement Class.**

Plaintiffs satisfy the typicality requirement of Rule 23 because Plaintiffs' claims, which are based on Defendant's alleged failure to protect the Private Information of Plaintiffs and all members of the Class, are "reasonably coextensive with those of the absent class members." *See* Fed. R. Civ. P. 23(a)(3); *Meyer v. Portfolio Recovery Associates*, 707 F.3d 1036, 1041-42 (9th Cir. 2012) (upholding typicality finding). Plaintiffs allege their Private Information was compromised, and that they were therefore impacted by the same allegedly inadequate data security that they allege harmed the rest of the Settlement Class. *See Convergent Outsourcing*, 2023 WL 8778166, at *3 (finding allegations that personal information was compromised in data breach satisfied typicality requirement); *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) ("[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed against the class.").

**4. Plaintiffs Will Adequately Protect the Interests of the Class.**

The adequacy requirement of Rule 23 is satisfied where (1) there are no antagonistic or conflicting interests between named plaintiffs and their counsel and the absent class members; and (2) the named plaintiffs and their counsel will vigorously prosecute the action on behalf of the class. Fed. R. Civ. P. 23(a)(4); *see also Ellis*, 657 F.3d at 985 (citing *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1020 (9th Cir. 1998), *overruled on other grounds by Wal-Mart*, 564 U.S. at 338, 131; *Longest v. Green Tree Servicing LLC*, 308 F.R.D. 310, 325 (C.D. Cal. 2015).

Here, Plaintiffs have no conflicts of interest with other Class Members, are subject to no unique defenses, and they and their counsel have vigorously prosecuted this case on behalf of the class and continue to do so. Plaintiffs are members of the Class who allegedly experienced the same injuries and seek, like other Class Members, compensation for Defendant's alleged data security shortcomings. As such, their interests and the interests of their counsel are consistent with those of other Class Members. The group of Plaintiffs contains individuals whose Private Information was compromised in the Data Incident, ensuring that the interests of all Settlement Class Members are adequately represented.

Further, Class Counsel for Plaintiffs have extensive combined experience as vigorous class action litigators and are well suited to advocate for the Class. *See* Joint Decl., ¶¶ 4-5, 31-32. Thus, Plaintiffs satisfy the requirement of adequacy.

**5. The Class is Ascertainable.**

Rule 23 also requires, at least implicitly, that the members of the proposed class be objectively ascertainable. *Ott v. Mortg. Inv'rs Corp. of Ohio, Inc.*, 65 F. Supp. 3d 1046, 1064 (D. Or. 2014). A proposed class must be "precise, objective, [and] presently ascertainable." *See Williams v. Oberon Media, Inc.*, 468 F. App'x 768, 770 (9th Cir. 2012) (quotation marks omitted) (alteration added). Class members must be identifiable through "a manageable process that does not require much, if any, individual factual inquiry." *Lilly v. Jamba Juice Co.*, 308 F.R.D. 231, 237 (N.D. Cal. 2014) (quoting William B. Rubenstein, 1 Newberg on Class Actions § 3:3 (5th ed.)). This requirement does not entail, however, that "every potential member . . . be identified at the commencement of the action." *Id.* (quotation marks omitted) (emphasis added). The purported class members have already been identified through Defendant's records.

**B. The Requirements of Rule 23(b)(3) Are Met for Purposes of Settlement.**

"In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class certification must also show that the action is maintainable under Fed. R. Civ. P. 23(b)(1), (2) or (3)." *Hanlon*, 150 F.3d at 1022. Here, Plaintiffs allege that the Settlement Class is maintainable for purposes of settlement under Rule 23(b)(3), as common questions predominate over any questions affecting only individual members and class resolution is superior to other available methods for a fair and

efficient resolution of the controversy. *Id*.

The predominance requirement "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem*, 521 U.S. at 623 (citing Wright, et al., Fed. Prac. & Proc. § 1777, p. 518–19 (2d ed. 1986)). "If common questions 'present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication,' then 'there is clear justification for handling the dispute on a representative rather than on an individual basis,' and the predominance test is satisfied." *See Keegan v. Am. Honda Motor Co.*, 284 F.R.D. 504, 526 (C.D. Cal. 2012) (*quoting Hanlon*, 150 F.3d at 1022). To satisfy this requirement, "common issues need only predominate, not outnumber individual issues." *Butler v. Sears, Roebuck & Co.*, 727 F. 3d 796, 801 (7th Cir. 2013) (quotations omitted).

As discussed above, Plaintiffs allege that common questions predominate in this case over any questions affecting only individual members. Plaintiffs' claims depend, first and foremost, on whether Defendant used reasonable data security measures to protect patients' Private Information—namely their names, Social Security numbers, health insurance information, and medical information relating to healthcare received at YRMC. Importantly, questions about Defendant's data security procedures at the time of the Data Incident can be resolved, for purposes of settlement only, using the same evidence for all Settlement Class Members, and thus

is precisely the type of predominant question that makes a class-wide settlement worthwhile. *See, e.g., Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) ("When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) [.]'") (citation omitted).

Additionally, for purposes of settlement, a class action is the superior method of adjudicating claims arising from the Data Incident—just as in other data breach cases where class-wide settlements have been approved. *See, e.g., In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 5:16-md-02752-LHK (N.D. Cal. July 20, 2019), ECF 390; *Parsons v. Kimpton Hotel & Rest. Group, LLC*, No. 3:16-cv-05387-VC (N.D. Cal. Jan. 9, 2019), ECF 111; *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 316-17 (N.D. Cal. 2018); *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 585 (N.D. Cal. 2015). Adjudicating individual actions here is impracticable: the amount in dispute for individual class members is too small, the technical issues involved are too complex, and the required expert testimony and document review too costly. *See Just Film*, 847 F.3d at 1123.

Also, because Plaintiffs seek to certify a class in the context of a settlement only, this Court need not consider any possible management-related problems as it otherwise would. *See Amchem Prods.*, 521 U.S. at 620 ("Confronted with a request for settlement only class certification, a district court need not inquire whether the

case, if tried, would present intractable management problems, *see* Fed. R. Civ. P. 23(b)(3)(D), for the proposal is that there be no trial.").

In any event, no one member of the Class has an interest in controlling the prosecution of this Lawsuit because Plaintiffs' claims and the claims of the members of the Class are the same. Alternatives to a class action are either no recourse for hundreds of thousands of individuals, or a multiplicity of suits resulting in an inefficient and possibly disparate administration of justice. Class-wide resolution is the only practical method of addressing the alleged violations at issue in this case. Here, there are approximately 720,217 individuals in the Settlement Class, with modest individual claims, most of whom likely lack the resources necessary to seek individual legal redress. *See Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001) (cases involving "multiple claims for relatively small individual sums" are particularly well suited to class treatment); *see also Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) ("Where recovery on an individual basis would be dwarfed by the cost of litigating on an individual basis, this factor weighs in favor of class certification."). A class action is therefore superior to other methods for the fair and efficient adjudication of the claims of Plaintiffs and the Class.

### C. The Settlement Should Be Preliminarily Approved Pursuant to Rule 23(e).

"[U]nder Rule 23(e)(1), the issue at preliminary approval turns on whether the

Court 'will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.'" *Reyes v. Experian Info. Sols., Inc.*, No. SACV1600563AGAFMX, 2020 WL 466638, at *1 (C.D. Cal. Jan. 27, 2020). Rule 23(e) provides that a proposed class action may be "settled, voluntarily dismissed, or compromised only with the court's approval." Moreover, "[t]he parties must provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class." Fed. R. Civ. P. 23(e)(1)(A). If the Settling Parties make a sufficient showing that the Court will likely be able to "approve the proposal" and "certify the class for purposes of judgment on the proposal," "[t]he [C]ourt must direct notice in a reasonable manner to all [C]lass [M]embers who would be bound by the proposal." Fed. R. Civ. P. 23(e). Thus, Notice should be given to the Class, and hence preliminary approval should be granted, where the Court "will likely be able to" finally approve the Settlement under Rule 23(e)(2) and certify the Class for Settlement purposes. *Id.*

"In evaluating a proposed settlement at the preliminary approval stage, some district courts . . . have stated that the relevant inquiry is whether the settlement 'falls within the range of possible approval' or 'within the range of reasonableness.'" *Bykov v. DC Trans. Services, Inc.*, No. 2:18-cv-1692 DB, 2019 WL 1430984, at *2 (E.D. Cal. Mar. 29, 2019). That is, "preliminary approval of a settlement has both a procedural and a substantive component." *In re Tableware Antitrust Litig.*, 484 F.

Supp. 2d 1078, 1080 (N.D. Cal. 2007).

As to the procedural component, "a presumption of fairness applies when settlements are negotiated at arm's length, because of the decreased chance of collusion between the negotiating parties." *Gribble v. Cool Transports Inc.*, No. CV 06-4863 GAF (SHx), 2008 WL 5281665, at *9 (C.D. Cal. Dec. 15, 2008). Likewise, "participation in mediation tends to support the conclusion that the settlement process was not collusive." *Ogbuehi v. Comcast of Cal./Colo./Fla./Or., Inc.*, 303 F.R.D. 337, 350 (E.D. Cal. 2014) (quotations omitted). With respect to the substantive component, "[a]t this preliminary approval stage, the court need only 'determine whether the proposed settlement is within the range of possible approval.'" *Murillo v. Pacific Gas & Elec. Co.*, 266 F.R.D. 468, 479 (E.D. Cal. 2010) (*quoting Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982)).

In sum, "the purpose of the preliminary approval process is to determine whether there is any reason not to notify the class members of the proposed settlement and to proceed with a fairness hearing." *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D. Colo. 2006). To that end, the Ninth Circuit has identified nine factors to consider in analyzing the fairness, reasonableness, and adequacy of a class settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery

completed and the stage of the proceedings; (6) the views of counsel; (7) the presence of a governmental participant; (8) the reaction of the class members to the proposed settlement; and, (9) whether the settlement is a product of collusion among the parties. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011); *see also Hanlon*, 150 F.3d at 1026. Rule 23(e) requires a court to consider several additional factors, including that the class representative and class counsel have adequately represented the class, and that the settlement treats class members equitably relative to one another. Fed. R. Civ. P. 23(e).

In applying these factors, this Court should be guided foremost by the general principle that settlements of class actions are favored by federal courts. *See Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229 (9th Cir. 1989) ("It hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits."). Here, the relevant factors support the conclusion that the negotiated Settlement is fundamentally fair, reasonable, and adequate, and should be preliminarily approved.

**1. The Strength of Plaintiffs' Case**

Plaintiffs believe they have built a strong case for liability. Plaintiffs believe their claim is viable and that they can prove Defendant's data security was inadequate. If they establish that central fact, Defendant is likely to be found liable for Plaintiffs' claim. While Plaintiffs believe they have a strong claim and would be

able to prevail later at trial, their success is not guaranteed.

It is "plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks avoided here outweigh the opportunity to pursue potentially more favorable results through full adjudication." *Dennis v. Kellogg Co.*, No. 09-cv-1786-L(WMc), 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013). "Here, as with most class actions, there was risk to both sides in continuing towards trial. The settlement avoids uncertainty for all parties involved." *Chester v. TJX Cos.*, No. 5:15-cv-01437ODW(DTB), 2017 WL 6205788, at *6 (C.D. Cal. Dec. 5, 2017). Given the heavy obstacles and inherent risks Plaintiffs face with respect to data breach class actions, including class certification, summary judgment, trial, and appeal, the substantial benefits the Settlement provides favors preliminary approval of the Settlement.

**2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

While Plaintiffs are confident in their remaining claim, all cases, including this one, are subject to substantial risk. This case involves a Settlement Class of approximately 720,217 individuals who had their Social Security numbers exposed in the Data Incident, all of whom would need to establish cognizable harm and causation, and a complicated and technical factual background.

Although nearly all class actions involve a high level of risk, expense, and complexity—"[t]hese general risks are heightened in data breach cases like this

one." *Carter v. Vivendi Ticketing US LLC*, No. 2022-01981-CJC, 2023 WL 8153712, at *6 (C.D. Cal. Oct. 30, 2023); *see also Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534, 2021 WL 6496734, at *3 (C.D. Cal. Dec. 9, 2021) ("Historically, data breach cases have experienced minimal success in moving for class certification."). Because the "legal issues involved [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues." *In re Target Corp. Customer Data Security Breach Litig.*, 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015). This case is no different in that it would present risk at class certification with no guarantee that the Court would certify Plaintiffs' proposed Class. Accordingly, this factor favors approval.

**3. The Risk of Maintaining Class Action Through Trial**

As noted above, Plaintiffs would encounter risks in obtaining and maintaining class certification. Class certification in contested data breach cases is not common—for example, occurring in *Smith v. Triad of Ala., LLC*, No. 1:14-CV-324-WKW, 2017 WL 1044692, at *15-16 (M.D. Ala. Mar. 17, 2017). In a recent data breach case where classes were contested but ultimately certified, *In re Marriott Int'l Customer Data Security Breach Litig.*, 341 F.R.D. 128 (D. Md. 2022), the classes were decertified on appeal. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023). The relative absence of trial class certification precedent in the relatively

novel data breach setting adds to the risks posed by continued litigation.

**4. The Amount Offered in Settlement to the Settlement Class**

The Settlement makes significant relief available to Settlement Class Members in the form of cash payments and Medical Information Monitoring. The amount of compensation per Class Member is substantial. Each Class Member will be entitled to a Cash Payment A: Documented Out-of-Pocket Losses and a Cash Payment B: *Pro Rata* Monetary Payment. If they elect the *Pro Rata* Monetary Payment, the amount Settlement Class Members receive will be calculated *pro rata* according to the Settlement Agreement. S.A., ¶ 3.3. This Settlement is a solid result for the Class with its value per class member here is on par with or exceeding that in other data breach settlements.[2] Because the Settlement amount here is similar to other settlements reached and approved in similar cases, this factor reflects that the Settlement is fair. *See Calderon v. Wolf Firm*, No. SACV 16-1622-JLS(KESx), 2018

[2] *See, e.g. Dickey's Barbeque Restaurants, Inc.*, No. 20-cv-3424 (N.D. Tex.), Dkt. 62 (data breach class action involving more than 3 million people that settled for $2.3 million, or $0.76 per person); *Cochran v. Accellion, Inc.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF No. 32 (June 30, 2021) ($5 million settlement fund for 3.82 million class members or approximately $1.31 per class member); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15md-02617 (N.D. Cal. Aug. 15, 2018) ($115 million settlement in medical information data breach for 79,200,000 Class Members; $1.45 per Class Member); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 14-2522, 2017 WL 2178306, at *1- 2 (D. Minn. May 17, 2017) ($10 million settlement for nearly 100 million Class Members; 10 cents per Class Member); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573,582 (N.D. Cal. 2015) ($1.25 million settlement for approximately 6.4 million class members; 20 cents per class member).

WL 6843723, at *7–8 (C.D. Cal. Mar. 13, 2018) (comparing class settlement with other settlements in similar cases). Accordingly, this factor favors approval.

**5. The Extent of Discovery Completed and the Stage of Proceedings**

Before entering into Settlement discussions on behalf of class members, counsel should have "sufficient information to make an informed decision." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998). Here, Plaintiffs gathered all the information that was available regarding Defendant and the Data Incident including publicly available documents regarding the Data Incident. The Settling Parties briefed and argued Motions to Remand filed by some of the plaintiffs who had originally filed related cases in state court and conducted limited jurisdictional discovery in conjunction with those motions. (ECF 26, 40, 41, 47, 50-66.) The Settling Parties also exchanged confidential information concerning the Data Incident and the Class size in preparation for mediation. Joint Decl., ¶¶ 13-17. During the Settlement negotiations, the Settling Parties exchanged informal discovery to the point where "the [they] have sufficient information to make an informed decision about settlement," including the strengths and weakness of their respective cases. *See Linney*, 151 F.3d at 1239.

Class Counsel's extensive experience with representing plaintiffs in data privacy class actions assisted Plaintiffs in efficiently litigating this matter on behalf of the Class. "[T]he efficiency with which the [Settling] Parties were able to reach

an agreement need not prevent this Court from granting . . . approval." *Hillman v. Lexicon Consulting, Inc.*, No. EDCV 16-01186-VAP(SPx), 2017 WL 10433869, at *8 (C.D. Cal. Apr. 27, 2017). Accordingly, Plaintiffs are well-informed about the strengths and weaknesses of this case.

**6. The Experience and Views of Class Counsel**

Having worked on behalf of the putative class since the Data Incident was first announced, evaluated the legal and factual issues presented in this case, and dedicated significant time and monetary resources to this litigation, proposed Class Counsel fully endorses the Settlement. Joint Decl., ¶ 32. Courts "afford great weight to the recommendation of counsel with respect to the settlement because counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *Bloom v. City of San Diego*, No. 17-cv-02324, 2024 WL 1162103, at *5 (S.D. Cal. Mar. 18, 2024) (internal citation omitted); *Kastler v. Oh My Green*, No. 19-cv-02411, 2022 WL 1157491, at *4 (N.D. Cal. Apr. 19, 2022) ("Courts may presume that through negotiation, the Parties, counsel, and mediator arrived at a reasonable range of settlement considering Plaintiff's likelihood of recovery.") (internal citation and quotation omitted). Accordingly, this factor supports approval.

**7. Governmental Participants**

There is no governmental participant in this matter. This factor is neutral.

**8. The Reaction of the Class Members to the Proposed Settlement**

The Class Representatives fully support this Settlement, yet this factor is neutral given that Notice has not yet been issued to the Class informing Class Members about the Settlement.

**9. Lack of Collusion Among the Settling Parties**

The Settling Parties negotiated a substantial Settlement Fund with the assistance of an experienced mediator over the course of two mediations more than 12 months apart, and only after a ruling on Defendant's Motion to Dismiss. Joint Decl., ¶¶ 13-17. Class Counsel and Defendant's Counsel are experienced in handling data breach class actions such as this one and fully understand the values recovered in similar cases. *Id*.; *see also* ¶¶ 4-5. The terms of the Settlement were negotiated at arm's length and included full-day, in-person mediation session under the guidance of the mediator Bruce Friedman, Esq. of JAMS on May 29, 2026. *Id*. Mediator Friedman has considerable experience in mediating data breach class actions. *Id*., ¶ 15. The negotiations were vigorously contested, were overseen by the mediator and were non-collusive. *Bloom*, 2024 WL 1162103, at *4 (noting "that "the settlement was reached with the assistance of an experienced mediator further suggests that the settlement if fair and reasonable.").

**10. The Settlement Treats Settlement Class Members Equitably**

Finally, Rule 23(e)(2)(D) requires that the settlement treats all class members

as equitably as possible under the circumstances. In determining whether this factor weighs in favor of approval, a court must determine whether the settlement "improperly grant[s] preferential treatment to class representatives or segments of the class." *Hudson v. Libre Technology Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, *9 (S.D. Cal. May 13, 2020) (*quoting In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)). Here, the Settlement treats all Class Members equitably. Because the theft of Social Security numbers and medical information presents a significant risk of fraud, the Settling Parties' negotiated a proposed Settlement that provides significant relief to all Settlement Class Members.

Further, while Plaintiffs have been permitted to seek approval of Service Awards from this Court, as will be explained in detail in Plaintiffs' Motion for Attorneys' Fees, Expenses and Class Representative Service Awards, the contemplated Service Awards of $2,500 per Class Representative are in line with awards granted in similar cases, is presumptively reasonable, and do not call into question Plaintiffs' adequacy or the validity of the Settlement. Accordingly, this factor also weighs in favor of approval.

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

Rule 23 requires that before final approval, the "court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). "The notice may be by one or more of the following:

United States mail, electronic means, or other appropriate means." *Id.* at 23(c)(2)(B).

Notice to class members must apprise interested parties of the pendency of the action and afford them an opportunity to potentially object to the settlement. Fed. R. Civ. P. 23(c)(2); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Here, and after a competitive bidding process, the Settling Parties agreed to a robust Notice Program to be administered by an experienced third-party settlement administrator—EAG—which will use all reasonable efforts to provide direct Notice to each potential Settlement Class Member via email and/or Short Form Notice through direct U.S. mail. Notice and Settlement Administration Costs will be paid from the Settlement Fund. S.A., ¶ 4.1. The Settlement Administrator will also establish a dedicated Settlement Website that will contain the Short Form Notice, Long Notice, Claim Form, and other related documents. *Id.* ¶¶ 1.18, 5.7. Accordingly, the Notice Program should be approved.

**E. Appointment of the Settlement Administrator**

The Parties request that the Court appoint EAG to serve as the Settlement Administrator. EAG has a trusted and proven track record of supporting hundreds of class action administrations, with legal administration experience. Joint Decl., ¶ 28.

**F. Appointment of Class Counsel**

Under Rule 23, "a court that certifies a class must appoint class counsel [who must] fairly and adequately represent the interests of the class." Fed. R. Civ. P.

23(g)(1)(B). In making this determination, courts generally consider the following attributes: the proposed class counsel's (1) work in identifying or investigating potential claims, (2) experience in handling class actions or other complex litigation, and the types of claims asserted in the case, (3) knowledge of the applicable law, and (4) resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i–iv).

Here, proposed Class Counsel has extensive experience prosecuting class actions and data privacy class action cases. *See* Joint Decl., ¶¶ 4-5. Accordingly, the Court should appoint Jean S. Martin of Aylstock, Witkin, Kreis & Overholtz PLC and Bryan L. Bleichner of Chestnut Cambronne, PA, as Class Counsel.

## V. CONCLUSION

The $1,985,000 non-reversionary Settlement Fund, in combination with the substantial and costly cybersecurity improvements implemented by Defendant totaling over $750,000, is a substantial recovery for the Class. Accordingly, Plaintiffs respectfully request this Court to grant Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement because the Settlement is fair, reasonable, and adequate. A copy of the Proposed Order Granting Preliminary Approval of Class Action Settlement is also submitted herewith for the Court's consideration.

DATED: September 24, 2026

Respectfully submitted,

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# Exhibit A

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF ARIZONA**

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| 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,<br><br>Plaintiffs,<br><br>v.<br><br>Yuma Regional Medical Center,<br><br>Defendant. | Lead Case No. 2:22-cv-01061-PHX-SMB<br><br>**SETTLEMENT AGREEMENT** |

This Settlement Agreement is entered into by and between Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby, and Margaret O'Grady, individually and on behalf of the Settlement Class[1], by and through Class Counsel (as defined below), and Defendant Yuma Regional Medical Center ("Defendant" or "YRMC"), in order to effect a full and final settlement and dismissal with prejudice of all claims against YRMC alleged in the litigation *Dillon Clarke, et al., v. Yuma Regional*

[1] Capitalized terms herein not otherwise defined in text have the meaning attributed to them in Section 1, below.

*Medical Center*, Case No. 2:22:cv-01061-PHX-SMB in the United States District Court for the District of Arizona on the terms set forth below and to the full extent reflected herein.

## I. RECITALS

### 1. The Litigation

On April 25, 2022, YRMC, a 406-bed, not-for-profit hospital established in 1964, identified a cyberattack of its internal systems. Plaintiffs allege that as a result of the attack, cybercriminals gained access to YRMC's files and systems from April 21, 2022 to April 25, 2022 (the "Data Incident"). Plaintiffs allege that the names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC of approximately 720,217 current and former patients may have been impacted in the Data Incident.

Following the Data Incident, YRMC mailed notification letters to approximately 720,217 individuals whose information may have been implicated in the Data Incident. Following the Data Incident and YRMC's notifications, Plaintiffs filed various putative class actions which have been consolidated into the above captioned matter.

The Parties attended mediation with Bruce Friedman, an experienced class action mediator on May 29, 2026. Following a full-day mediation, the Parties were able to reach an agreement on all the principal terms of settlement for this matter.

In the months following, the Parties continued to negotiate the finer terms of the Settlement of all claims asserted, or which could have been asserted in the Lawsuit, the full and final terms of which are documented herein.

**2. Claims of Plaintiffs and Benefits of Settling**

Plaintiffs believe that the claims asserted in the Lawsuit, and as set forth in the Complaint, have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against YRMC through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risks of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel and Plaintiffs' Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

**3. Denial of Wrongdoing and Liability**

YRMC denies each and all of the claims and contentions alleged against it in the Lawsuit. YRMC denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, YRMC has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the

terms and conditions set forth in this Settlement Agreement. YRMC has taken into account the uncertainty and risks inherent in any litigation. YRMC has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

## II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and YRMC that, subject to the approval of the Court, the Lawsuit and the Released Claims shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the 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, as follows:

### 1. DEFINITIONS.

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1 *"**Business Days**"* means calendar days not including Saturday, Sunday, or federal holidays.

1.2 *"**Claim Deadline**"* means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) days from the date Notice is mailed to Settlement Class Members and shall be the last day by which a Claim

Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement benefits.

1.3 *"**Claim Form(s)**"* means the forms, attached as Exhibit C to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Forms shall require an actual or electronic sworn signature but shall not require a notarization.

1.4 *"**Class Counsel**"* means Jean S. Martin of Aylstock, Witkin, Kreis & Overholtz, PLC and Bryan L. Bleichner of Chestnut Cambronne, PA.

1.5 *"**Complaint**"* means the First Amended Consolidated Class Action Complaint filed by Plaintiffs in the Lawsuit on December 13, 2024 (Dkt. 83).

1.6 *"**Court**"* means the United States District Court for the District of Arizona.

1.7 *"**Data Incident**"* means the means the cyberattack incident allegedly involving Plaintiffs' and Settlement Class Members' Private Information that YRMC sent notice of on or about June 9, 2022.

1.8 *"**Defendant's Counsel**"* means Paul G. Karlsgodt, Sarah A. Ballard, and Keeley O. Cronin of Baker & Hostetler LLP.

1.9 *"**Effective Date**"* means the date defined in Section 14.1 of this Settlement Agreement.

1.10 *"**Escrow Account**"* means the Settlement Fund, which will be deposited with EisnerAmper LLP ("EAG").

1.11 *"**Final**"* means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Approval Order and Judgment; and (c) either: (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys' fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12 *"**Final Approval Hearing**"* means the hearing in the Lawsuit at which the Court considers final approval of this Settlement, including Class Counsel's application for attorneys' fees, costs, and Service Awards, and the entry of the Final Approval Order and Judgment.

1.13 *"**Final Approval Order" or "Final Approval Order and Judgment**"* means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing, which is substantially similar to Exhibit E to this Settlement Agreement.

1.14 *"**Lawsuit**"* means the lawsuit, styled *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (originally styled as *Brittany Johnson, et al. v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB), pending in the United States District Court for the District of Arizona.

1.15 *"**Notice**"* means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, including Exhibit A and Exhibit B attached to this Settlement Agreement.

1.16 *"**Notice and Settlement Administration Costs**"* means actual and reasonable costs associated with or arising from providing Notice to Settlement Class Members and performing Settlement Administration in connection with the Settlement.

1.17 *"**Notice Deadline**"* means thirty (30) days after entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice to all Settlement Class Members whose addresses are known to YRMC.

1.18 *"**Notice Program**"* means the notice program described in Section 5.

1.19 *"**Objection Deadline**"* means the final day on which a Settlement Class Member may submit an Objection, which is sixty (60) days after the Notice Deadline.

1.20 *"**Opt-Out Deadline**"* means the final day on which a Settlement Class Member may submit an Opt-Out Request, which is sixty (60) days after the Notice Deadline.

1.21 *"**Opt-Out Request**"* means a written request that a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.22 *"**Parties**"* means Plaintiffs, individually and on behalf of the Settlement Class, and YRMC.

1.23 *"**Person**"* means an individual.

1.24 *"**Plaintiffs**" or "**Settlement Class Representatives**"* means Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady.

1.25 *"**Plaintiffs' Counsel**"* means counsel who represented plaintiffs in related actions that were subsequently consolidated into this Litigation.

1.26 *"**Preliminary Approval Order**"* means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, which is substantially similar to Exhibit D to this Settlement Agreement.

1.27 *"**Private Information**"* means Personally Identifiable Information ("PII") and Protected Health Information ("PHI") and includes, but is not limited to, names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC.

1.28 *"***Pro Rata** ***Monetary Payment**"* means the monetary Settlement payment as described in more detail in Section 3.3 below that Settlement Class Members will receive from the Settlement Fund if they submit a valid Claim Form.

1.29 *"**Released Claims**"* means any and all claims, demands, rights, or causes of action of any type or nature whether legal, equitable, statutory, based on the common law, or otherwise, whether individual, class, direct, representative or otherwise, for damages, losses, penalties, attorney's fees, or any other type of remedy or relief be it monetary or injunctive, existing or potential, accrued or unaccrued, suspected or unsuspected, that were asserted in the Lawsuit or are reasonably related to the facts and claims alleged in the Lawsuit, including any Unknown Claims. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of

members of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.30 *"**Released Persons**"* means YRMC, including its past, present, and future parents, subsidiaries, divisions, predecessors and successors, affiliates, assigns, and related corporate entities, and each of their respective past, present, and future officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, attorneys, insurers, reinsurers, agents, and assigns, and any person acting on YRMC's behalf, in their capacity as such.

1.31 *"**Releasing Persons**"* means (i) Plaintiffs and each Settlement Class Member who does not timely opt out of the Settlement, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them and and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns who will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the

Released Claims. The release set forth in the preceding sentence ("Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

1.32 *"**Residual Funds**"* means any funds that remain in the Settlement Fund after Settlement payments have been distributed and the time for cashing and/or redeeming Settlement payments has expired. The Residual Funds will be distributed *pro rata* to Settlement Class Members who cashed or reedeemed their Settlement payments, provided that the amount of Residual Funds is sufficient to cover the cost of issuing such payments. If there are not sufficient Residual Funds to cover the cost of issuing such payments, they will be sent to a mutually agreed upon *cy pres* recipient, subject to the Court's approval.

1.33 *"**Service Award**"* means compensation that may be awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this Lawsuit, not to exceed $2,500 for each Settlement Class Representative, which is in addition to any Valid Claim for Settlement benefits.

1.34 *"**Settlement**"* means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.35 *"**Settlement Administration**"* means providing notice of the Settlement to Settlement Class Members and governmental entities, including notice required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b), the processing of claims, requests for exclusions and Objections and payment of

Valid Claims received from Settlement Class Members by the Settlement Administrator.

1.36 *"**Settlement Administrator**"* means EAG or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the Parties and approved by the Court.

1.37 "***Settlement Agreement***" means this Settlement Agreement, including all exhibits hereto.

1.38 *"**Settlement Class**"* means: All living individuals who were sent notice of the Data Incident. Excluded from the Settlement Class are: (i) YRMC and its officers, directors, and agents, and any entity which has a controlling interest; (ii) governmental entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and immediate family; and (v) 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 Data Incidents or who pleads *nolo contendere* to any such charge.

1.39 *"**Settlement Class Member[s]**"* means all persons who fall within the definition of the Settlement Class.

1.40 *"**Settlement Fund**"* means the non-reversionary sum of one million nine-hundred-eighty-five thousand dollars ($1,985,000) to be paid by Defendant or

its insurer as specified in this Agreement, including any interest accrued thereon after payment, this being the full and complete extent of Defendant's obligations with respect to the Settlement but for any remedial business practice changes agreed to by the Parties. The Settlement Fund will be established by the Settlement Administrator pursuant to 26 C.F.R. § 1.468B-1 at EAG, in which Defendant will deposit $1,985,000 in settlement funds and from which all monetary compensation to the Settlement Class and attorneys' fees and expenses, Notice and Settlement Administration Costs, and Service Awards shall be paid, including the cost of any CAFA Notice. The Settlement Administrator will utilize funds from the Settlement Agreement to make payments in this order; (1) Notice and Settlement Administration Costs; (2) attorneys' fees and litigation expenses; (3) Service Awards; (4) Valid Claims for Medical Monitoring; (5) Valid Claims for Documented Losses; and (6) Valid Claims for Pro Rata Monetary Payments.

1.41 *"**Settlement Website**"* means a dedicated website created and maintained by the Settlement Administrator which will contain relevant documents and information about the Settlement, as agreed upon between the Parties, including this Settlement Agreement, Notice, and Claim Form, Preliminary Approval Order, application for attorneys' fees, costs, and Service Awards, and Final Approval Order and Judgment, among other things, and include the ability to submit Claim Forms online.

1.42 *"**United States**"* includes all fifty (50) states, the District of Columbia, and all territories.

1.43 *"**Unknown Claims**"* means any of the Released Claims that any member of the Settlement Class, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, 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 members of the Settlement Class shall be deemed to have, and by operation of the Final Approval Order and 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.

Members of the Settlement Class, 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 member of the Settlement Class shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The settling Parties acknowledge, and members of the Settlement Class shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged that the foregoing waiver is a material element of the Settlement Agreement of which this Release is a part.

1.44 *"**Valid Claim**"* means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Deadline, or, if submitted online, submitted by 11:59 p.m. Mountain time on the Claim Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to

questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's deficiency notice may result in a determination that the claim is not a Valid Claim.

**2. CLASS CERTIFICATION.**

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, YRMC agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, YRMC stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this

Settlement Agreement, YRMC shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

**3. SETTLEMENT BENEFITS.**

3.1 Subject to the terms of this Settlement Agreement, YRMC shall fund a non-reversionary Settlement Fund in the amount of $1,985,000. Thirty (30) days after entry of the Preliminary Approval Order, and upon YRMC's receipt of (i) an invoice and (ii) wiring instructions, including contact information for an individual who will provide voice verification of the instructions, and a W-9, and YRMC's completion of same voice verification, YRMC will deposit $750,000 of the Settlement Fund into the Escrow Account, which shall be available to cover the Notice and Settlement Administration Costs incurred prior to entry of the Final Approval Order and Judgment. YRMC shall pay the balance of the Settlement Fund, $1,235,000, into the Escrow Account thirty (30) days after the Effective Date. From the Settlement Fund, the Settlement Administrator shall pay all Notice and Settlement Administration Costs; all Valid Claims; any Service Awards to the Settlement Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under this Settlement Agreement. The Settlement Administrator shall be responsible for all tax filings with respect to the Settlement Fund.

3.2 Cash Payment A (Documented Out-of-Pocket Losses): All Settlement Class Members may submit a claim for a cash payment for up to $4,000.00 per Settlement Class Member upon presentment of documented out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to being the victim of fraud and/or identity theft and incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Documentation supporting the claim can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents or receipts, personal certifications, declarations, or affidavits are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity, context, or support for other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable

documentation supporting a loss, or if their claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected.

3.3 Cash Payment B (*Pro Rata* Monetary Payment): All Settlement Class Members may claim a *Pro Rata* Monetary Payment from the Settlement Fund by electing Cash Payment B on the Claim Form. The *Pro Rata* Monetary Payment will be calculated by dividing the amount available from the Settlement Fund after the deduction of any Notice and Settlement Administration Costs, attorneys' fees, litigation expenses, Service Awards, Valid Claims for Medical Monitoring, and Valid Claims for Cash Payment A by the number of Settlement Class Members who submit Valid Claims under the Settlement. If any monies remain in the Settlement Fund more than one hundred twenty (120) days after the distribution of *Pro Rata* Monetary Payments to Settlement Class Members who have submitted valid Claim Forms, such funds will be Residual Funds under this Agreement and will be distributed as outlined in Section 1.32.

3.4 Medical Data Monitoring: In addition to submitting a claim for either or both Cash Payment A and Cash Payment B, all Settlement Class Members will automatically receive one year of Medical Data Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

3.5 Remedial Measures. Separate from and in addition to the Settlement Fund, Defendant, upon request, agrees to provide written confidential confirmation

to Plaintiffs' Counsel of the information security improvements and measures it has implemented following the Data Incident. Costs associated with these data security measures have been or shall be paid by Defendant separate and apart from the Settlement Fund. Specifically, as a result of the Data Incident, Defendant has committed more than $750,000 towards data security enhancements to help better protect patient information moving forward. Due to the highly confidential nature of the security measures implemented they are not outlined herein, however, Defendant has agreed to provide an overview of the practices implemented and the costs of these practices to the Court for review *in camera* up on request.

3.6 Claim Deadline. The Parties agree that the deadline for submitting claims will be set at a date certain no more than ninety (90) days from the Notice Deadline.

3.7 The Settlement Administrator will provide information to YRMC regarding Valid Claims, including all documentation to substantiate the claim upon request. YRMC shall have up to five (5) Business Days after being provided this information to dispute any approved claim.

3.8 The Settlement Administrator will make a final and binding determination regarding any disputed claim by a Settlement Class Member.

3.9 The entire Settlement is subject to Court approval. The Effective Date for the Settlement is defined in Paragraph 14.1.

**4. SETTLEMENT ADMINISTRATION.**

4.1 All reasonable Notice and Settlement Administration Costs will be paid from the Settlement Fund.

4.2 The Parties have agreed to request that the Court appoint EAG as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Class Counsel and Defendant's Counsel shall agree on the information and documents to be posted on the Settlement Website before the information/documents are posted to the site.

4.5 The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and

subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall within ten (10) days after the filing of the motion seeking preliminary approval of the Settlement, acting on behalf of YRMC, have served or cause to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline. Claim Forms submitted via U.S. mail who elected an e-payment option will be sent an email to the email address provided on their claim form to verify and select the e-payment option of their choice.

4.7 The Settlement Administrator will review and evaluate each Claim Form for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the claimant: (1) is a Settlement Class Member; and (2) has submitted a valid Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until one hundred and eighty (180) days after the Effective Date. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel and/or Defendant's Counsel to the extent requested or necessary to resolve Settlement Administration issues pursuant to this Settlement Agreement. Defendant or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall mail or otherwise provide payment for Valid Claims within sixty (60) days of the Effective Date, or within sixty (60) days of the date that the Claim is approved, whichever is later.

4.11 Payment for Valid Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12 Any checks issued under this Section shall be void if not negotiated within ninety (90) days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this Section that are not negotiated within ninety (90) days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this Section before it becomes void, 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 under the Settlement

shall be extinguished, and YRMC shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Section 3 or to make any other type of monetary relief to the Settlement Class Member. Such a Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, Plaintiffs' Counsel and Defendant's Counsel. The Settlement Administrator is authorized to and shall provide to Class Counsel and Defendant's Counsel upon request information regarding Valid Claims including all documentation supporting Valid Claims.

**5. NOTICE TO SETTLEMENT CLASS MEMBERS.**

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) U.S. mail or email; and (2) notice on the Settlement Website.

5.3 Within ten (10) days of the entry of the Preliminary Approval Order, YRMC shall provide the Settlement Administrator with the names and physical or electronic mailing addresses of the Settlement Class Members whose mailing addresses are known to YRMC. The Settlement Administrator shall, by using the

National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Notice in 3 to all Settlement Class Members whose addresses are known to YRMC by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a customary form of short notice to be sent to Settlement Class Members ("Short Form Notice") in a form substantially similar to that attached hereto as Exhibit A. Before Notices are mailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to or on the same day as the commencement of mailing or emailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website, which will include published therein a customary long form of notice ("Long Form Notice") in a form substantially similar to the one attached hereto as Exhibit B. The Settlement Administrator shall also cause the Complaint, the Short Form Notice, and the Claim Form, as approved by the Court, as well as this Settlement Agreement, to be made available to Settlement Class Members via the Settlement Website through the use of log-in credentials. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and/or Plaintiffs' Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until ninety (90) days after the Effective Date.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program, to be filed with the Court concurrently with the motion for final approval of the Settlement.

5.11 The Settlement Fund shall be used to pay the entirety of the Notice and Settlement Administration Costs in accordance with the Preliminary Approval Order.

**6. OPT-OUT PROCEDURE.**

6.1 Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within the Opt-Out Period, the Settlement Class Member personally signs and timely completes and mails an Opt-Out Request to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the last day of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-day period beginning on the Notice Deadline.

6.4 For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) contain the name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.); (b) state his or her full name, address, and telephone number; (c) contain the Settlement Class Member's personal signature (or the signature of a person previously authorized by law, such as a trustee, guardian, or Person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (d) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Class Counsel and Defendant's Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Section 6.4, above, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon,

regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Section 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the Person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No Person shall purport to exercise any exclusion rights of any other Person, or purport (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8 Within fourteen (14) days after the Opt-Out Period, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Opt-Out Requests.

**7. OBJECTIONS TO THE SETTLEMENT.**

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her Objection ("Objection") by the Objection Deadline.

7.2 To be timely, an Objection must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Class Counsel and Defendant's Counsel at addresses set forth in the Notice no later than sixty (60) days after the Notice Deadline. The deadline for filing Objections shall be included in the Notice.

7.3 For an Objection to be considered by the Court, the Objection must set forth each of the following:

a. The name and case number of the Lawsuit: *Dillon Clark, et al., v. Yuma Regional Medical Center,* Case No. 2:22:cv-01061-PHX-SMB (D. Ariz.);

b. The objector's full name, mailing address, telephone number, and email address (if any);

c. Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received;

d. All grounds for the Objection, accompanied by any legal support for the Objection known to the objector or objector's counsel;

e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any

reason related to the Objection to the Settlement and/or application for attorneys' fees, costs, and Service Awards;

f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed Objection, the caption of each case in which counsel or the firm has made such Objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior Objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected;

g. Whether the objector and/or objector's counsel will appear at the Final Approval Hearing and/or testify at the Final Approval Hearing;

h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection (if any);

i. A statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the Objection; and

j. The objector's signature (an attorney's signature is not sufficient).

7.4 Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents. Failure to comply with each and every requirement

herein will result in an Objection being overruled on procedural grounds without consideration for the merits of the Objection.

7.5 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section.

**8. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS.**

8.1 Plaintiffs will request Service Awards in an amount not to exceed two thousand five hundred dollars ($2,500.00) to each of the Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the Lawsuit and commitment on behalf of the Settlement Class. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

8.2 Class Counsel will petition for attorneys' fees in an amount not to exceed $825,000, to Class Counsel and reimbursement of reasonable litigation costs and expenses. Class Counsel will not request an award of attorneys' fees

exceeding these amounts. The attorneys' fees and costs will be paid from the Settlement Fund.

8.3 Class Counsel will file the application with the Court for the Service Awards and attorneys' fees and costs no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline, unless otherwise ordered by the Court.

8.4 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Class Counsel, or Plaintiffs, shall affect whether the Final Approval Order and Judgment is Final, or whether the Parties will cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

8.5 If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any attorneys' fees and costs and any Service Awards for the Settlement Class Representatives, as set forth in Sections 8.1 and 8.2, in the amounts awarded by the Court within thirty (30) days after the Effective Date.

Payment will be made to accounts designated by Class Counsel. Class Counsel shall have sole discretion in allocating attorneys' fees and expenses to Plaintiffs' Counsel including considering each of Plaintiffs' Counsel time and expenses devoted to the prosecution of this case for the benefit of the Class.

**9. NOTICES.**

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

Bryan L. Bleichner
**CHESTNUT CAMBRONNE PA**
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
bbleichner@chestnutcambronne.com

Paul G. Karlsgodt
**BAKER & HOSTETLER LLP**
1801 California Street, Suite 4400
Denver, Colorado 80202
pkarlsgodt@bakerlaw.com

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of the Notice.

**10. SETTLEMENT APPROVAL PROCESS.**

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement, 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, which:

a. Preliminarily approves this Settlement Agreement;

b. Certifies the Settlement Class for settlement purposes only pursuant to Section 2;

c. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to Settlement Class Members;

d. Appoints the Settlement Administrator in accordance with the provision outlined herein;

e. Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

f. Approves the Short Form Notice and Long Form Notice, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

g. Approves a Claim Form substantially similar to that attached hereto as Exhibit C, and directs the Settlement Administrator to conduct

Settlement Administration in accordance with the provisions of this Settlement Agreement;

h. Approves the opt out and Objection procedures as outlined in this Settlement Agreement;

i. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

j. Appoints Class Counsel;

k. Appoints Plaintiffs as the Settlement Class Representatives; and

l. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

**11. FINAL APPROVAL HEARING.**

11.1 Class Counsel and Defendant's Counsel shall request that, after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of final approval of the Settlement no later than fourteen (14) days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their brief in support of attorneys' fees, costs, and Service Awards no later than fourteen (14) days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Approval Order and Judgment in substantially the same form as Exhibit E attached hereto.

11.5 If and when the Final Approval Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

**12. TERMINATION OF THIS SETTLEMENT AGREEMENT.**

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to Exhibit D attached hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E attached hereto); or

c. The Final Approval Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that more than 150 Settlement Class Members have opted out, YRMC may, by notifying Class Counsel, in writing, void this Settlement Agreement within five (5) Business Days from the date the Settlement Administrator provides YRMC with written notice of the final number of Opt-Outs.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within five (5) Business Days of the occurrence of the condition permitting termination. The Party who elects to terminate this Settlement Agreement shall be exclusively responsible for its own attorney's fees and costs incurred related to the negotiation and preparation of this Settlement Agreement, and payment of the Settlement Administrator's costs/fees incurred up to the point of termination.

12.4 Nothing shall prevent Plaintiffs or YRMC from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*; (iii) YRMC shall be responsible for all Notice and Settlement Administration Costs incurred prior to the termination or disapproval except as outlined in Section 12.3; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) YRMC shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

**13. RELEASE.**

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against YRMC or any Released Persons with respect to the Released Claims.

13.2 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, pursuing, 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.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiffs.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and

all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Approval Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses YRMC or other Released Persons may have against Plaintiffs, the Settlement Class Members, Class Counsel, Plaintiffs' Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

**14. EFFECTIVE DATE.**

14.1 The Effective Date of this Settlement Agreement shall be five (5) days after the date when each and all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above;

e. The Final Approval Order and Judgment has become Final; and

f. The time for any appeal of the Final Approval Order and Judgment has expired.

**15. MISCELLANEOUS PROVISIONS.**

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

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

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of YRMC or the Released Persons or any admission by YRMC or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by YRMC or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Class Counsel, YRMC, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any Court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning

any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.9 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The 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 Lawsuit was brought or defended

in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 This Settlement Agreement shall be construed under and governed by the laws of Arizona without regard to its choice of law provisions.

15.13 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall

not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to YRMC or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.16 All dollar amounts are in United States Dollars (USD).

15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.18 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other

than the warranties and representations expressly made in this Settlement Agreement.

15.19 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed.

Dated: ___ __, 2026

/s/ _____
Paul G. Karlsgodt
**BAKER & HOSTETLER LLP**
Dated: September 17, 2026

*Attorney for Yuma Regional Medical Center*

Signed by:
/s/ _____
DFD4BAAC9B34452...
James Adamson
Dated: 9/17/2026 | 4:36 PM EDT

*General Counsel of Yuma Regional Medical Center*

Dated: _____ __, 2026

/s/ _____
Jean S. Martin
**AYLSTOCK WITKIN KREIS & OVERHOLTZ, PLC**
Dated: September 23, 2026

DocuSigned by:
/s/ _____
DCCABCAAE90A426...
Bryan L Bleichner
**CHESTNUT CAMBRONNE, PA**

*Interim Class Counsel for Plaintiffs and the Settlement Class*

/s/ ID Zcpfdm4RA8PfKLUpQuuhrf9W
Dillan Clarke

/s/ ID QVvcdfdzY8NpaKEh3HXcwfkV
Elayne Martinez

/s/ ID 2kbJcPKdy7n7BTjn5qNBC3rZ
Brian Kircher

Signed by:
/s/ _____
F7DD48A781184F4...

Megan Kircher

/s/ DocuSigned by: E6C15A7B0E55488...
Juanita Sarabia

/s/ Signed by: A8861ECC4860490...
Donald Banti

/s/ Signed by: 0E0DA7CAA97645T...
Marcia Banti

/s/ Signed by: 3CEFB74C1000479...
Ryan Magnum

/s/ Signed by: EAE27C7E200F45B...
Tiffany Magnum

/s/ Signed by: Anthony Spano 820880005325 40F...
Anthony Spano

/s/ Deceased
Carol Ashby

/s/ Margaret Ogrady Margaret Ogrady (Sep 17, 2026 15:37:22 PDT)
Margaret O'Grady

*Plaintiffs and Settlement Class Representatives*

# SETTLEMENT TIMELINE

| **Event** | **Date** |
|---|---|
| Notice Deadline | 30 days from entry of Preliminary Approval Order |
| Defendant will deposit $750,000 into the Settlement Fund | 30 days from entry of Preliminary Approval Order as outlined in Section 3.1 |
| Class Counsel's motion for attorneys' fees, costs, and Settlement Class Representative Service Awards | No later than 14 days prior to the Opt-Out Deadline and Objection Deadline |
| Objection Deadline | 60 days from Notice Deadline |
| Opt-Out Deadline | 60 days from Notice Deadline |
| Claim Deadline | 90 days from Notice Deadline |
| Motion for Final Approval | 14 days prior to Final Approval Hearing |
| **Final Approval Hearing** | _____, 202_<br>No earlier than 120 days from entry of Preliminary Approval Order |
| Effective Date | 5 days after conditions in Section 14.1 have been satisfied, *i.e.*, 35 days from Final Approval Order, assuming no appeals |
| YRMC to deposit the remaining $1,235,000 into the Settlement Fund | 30 days from Effective Date |

# Exhibit A

**Why am I receiving this Notice?** A settlement was reached with Yuma Regional Medical Center ("YRMC") in a class action lawsuit ("Settlement"). The lawsuit is about an April 2022 cybersecurity incident that affected YRMC (the "Data Incident"). YRMC denies that it did anything wrong. The Court has not decided who is right. The parties agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of more litigation. More information about the Settlement is available on the Settlement Website, www.yumasettlement.com.

**Who is included in the Settlement?** The Settlement applies to a group of people called the "Class." The Court has defined the Class as "All living individuals who were sent notice of the Data Incident."

The Court appointed experienced attorneys, called "Class Counsel," to represent everyone in the Class.

**What are the Settlement benefits?** YRMC has agreed to pay $1,985,000, which will pay for several benefits.

You can get one or both of the following two cash payments:

1. Cash Payment A: If you have documented out-of-pocket losses caused by the Data Incident, then you can submit a claim for up to $4,000.
   ***and***
2. Cash Payment B: You can get a *pro rata* cash payment.

In addition to getting a cash payment, you are automatically entitled to one-year of Medical Monitoring services—which includes $1,000,000 in insurance coverage and other benefits.

More details are available online at www.yumasettlement.com.

**How do I receive a benefit?** If you have documented out-of-pocket losses, then you must submit a claim online. Otherwise, you can use the Claim Form below—tear at the perforation,and return the form by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(123) 456-6789. Claims must be submitted online or postmarked by DATE.**

**What if I don't want to participate in the Settlement?** If you do not want to be part of the Settlement, you must exclude yourself by **DATE**, or you will not be able to sue YRMC for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **DATE**. The Settlement Agreement, available online, explains how to exclude yourself or object.

**When will the Court approve the Settlement?** The Court will hold a hearing in this case on **DATE**, at **TIME** at **LOCATION** or via video or teleconference, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to $825,000; and reimbursement of litigation costs; and $2,500 per person for each of the named Plaintiffs. You can attend the hearing at your own cost, but you do not have to.

**This Notice is only a summary. Visit the Settlement Website or scan this QR code for complete information.**

MD bar code

www.yumasettlement.com

CaseID: 9290
SIMID: «SIMID»

**BUSINESS REPLY MAIL**
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

**Yuma Settlement**
**c/o Settlement Administrator**
**P.O. Box XXX**
**CITY, STATE, ZIP CODE**

Yuma Settlement
c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

First-Class Mail
US Postage Paid
Permit #__

***Dillon Clarke, et al., v. Yuma Regional Medical Center,***
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)

**Was your private information possibly affected by the cybersecurity incident that affected Yuma Regional Medical Center in April 2022?**

**A proposed class action settlement may affect your legal rights—and may entitle you to benefits and *CASH PAYMENT(S)***

*A court authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

**This notice is only a summary. Visit www.yumasettlement.com or scan this QR code for complete information.**

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

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**Yuma Settlement**

⟪FirstName⟫ ⟪LastName⟫
⟪Address1⟫ ⟪Address2⟫
⟪City⟫, ⟪State⟫ ⟪Zip⟫

LoginID: ⟪ClaimLoginID⟫
PIN: ⟪ClaimLoginPIN⟫

*To complete this Claim Form for Cash Payment B only, tear at perforation, and return by U.S. Mail no later than **DATE**.*

**INSTRUCTIONS:** Use this form to get **CASH PAYMENT B: *Pro Rata* Monetary Payment**.

To submit a claim for Cash Payment B(payments for documented out-of-pocket losses caused by the Data Incident), visit the Settlement Website at **www.yumasettlement.com**. To get a full paper Claim Form, call (123) 456-6789.

☐ Check this box to get a one-time ***Pro Rata* Monetary Payment** (the exact number will change depending on how many people submit a claim).

How would you like to be paid?

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to your address)

For digital payment options, please **PRINT** your email address below:

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: 9290
SIMID: «SIMID»

# Exhibit B

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Dillon Clarke, et al., v. Yuma Regional Medical Center,*
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

**Was your private information possibly affected by the cybersecurity incident that affected Yuma Regional Medical Center in April 2022?**

**A proposed class action settlement may affect your legal rights—and may entitle you to benefits and a CASH PAYMENT**

*A court authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A settlement was reached with Yuma Regional Medical Center ("YRMC") in a class action lawsuit ("Settlement"). The Lawsuit is about an April 2022 cybersecurity incident that affected YRMC (the "Data Incident").
- The lawsuit alleged that the Data Incident affected names, Social Security numbers, health insurance information, and medical information ("Private Information").
- YRMC denies that it did anything wrong. The Court has not decided who is right. The parties agreed to settle the Lawsuit to avoid the risks, disruption, and uncertainties of more litigation. More information about the Settlement is available online.
- The Lawsuit is called *Dillon Clarke, et al., v. Yuma Regional Medical Center*, No. 2:22:cv-01061-PHX-SMB. The Lawsuit is pending in the United States District Court for the District of Arizona.
- YRMC's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from YRMC.
- Your legal rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|---|---|
| **SUBMIT A CLAIM** | The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.<br><br>The fastest way to submit your Claim Form is online at www.yumasettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form. | **DATE** |
| **OPT OUT OF THE SETTLEMENT** | You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against YRMC related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense. | **DATE** |
| **OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING** | If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits. | **DATE** |
| **DO NOTHING** | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. | No Deadline |

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS ..... 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS ..... 5
THE LAWYERS REPRESENTING YOU ..... 6
EXCLUDING YOURSELF FROM THE SETTLEMENT ..... 6
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GETTING MORE INFORMATION ..... 9

# Basic Information

## 1. Why was this Notice issued?

The United States District Court for the District of Arizona authorized this Notice. You have a right to know about the proposed Settlement of this class action Lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the Lawsuit, your legal rights, what benefits are available, and who can receive them.

The Lawsuit is called *Dillon Clarke, et al. v. Yuma Regional Medical Center*, Case No. 2:22:cv-01061-PHX-SMB. It is pending in the United States District Court for the District of Arizona. The people that filed this lawsuit are called the "Plaintiffs" or "Class Representatives" and the company they sued, Yuma Regional Medical Center, is called the "Defendant" or "YRMC."

## 2. What is this Lawsuit about?

This Lawsuit alleges that Defendant experienced a cybersecurity incident from April 21, 2022, to April 25, 2022 (the "Data Incident"). This Lawsuit alleges that the names, Social Security numbers, health insurance information, and medical information relating to care received at YRMC of approximately 720,000 current and former patients were impacted in the Data Incident.

## 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the Settlement. In this Settlement, the Class Representatives are Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady. Everyone included in this Lawsuit are the Class Members.

## 4. Why is there a Settlement?

The Court did not decide whether Plaintiffs or Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The Court has defined the Class this way: "All living individuals who were sent notice of the Data Incident."

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Data Incidents or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY STATE

You may also view the Settlement Agreement at www.yumasettlement.com.

## The Settlement Benefits

### 7. What does the Settlement provide?

YRMC will establish a non-reversionary common fund of one million nine-hundred-eighty-five thousand dollars ($1,985,000) (the "Settlement Fund").

Additionally, YRMC has committed more than $750,000 towards data security enhancements to help better protect patient information moving forward.

The Settlement Fund shall pay all costs of Settlement Administration; all Valid Claims; any Service Awards to the Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. More specifically, the Settlement Fund will pay for the following benefits:

**CASH PAYMENT OPTIONS**

**Cash Payment A→ Documented Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may get back up to **$4,000.00**. The losses must have occurred between April 21, 2022, and CLAIM DEADLINE.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Cash Payment B→ *Pro Rata* Monetary Payment.** In addition, you may also claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Monetary Payment.

This payment depends on the total number of claims filed.

You do not have to provide any proof or explanation to claim this payment

**MEDICAL MONITORING.** All Settlement Class Members will automatically receive one year of Medical Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY, STATE, ZIP CODE

## 8. What claims am I releasing if I stay in the Class?

If you stay in the Class, you won't be able to be part of any other lawsuit against YRMC about the issues that this Settlement covers. The "Release" section of the Settlement Agreement (Section 13) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.yumasettlement.com.

# Submitting a Claim Form for Settlement Benefits

## 9. How do I submit a claim for Settlement Benefits?

The fastest way to submit your Claim Form is online at www.yumasettlement.com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Yuma Settlement

c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (123) 456-7890, by email info@yumasettlement.com, or by U.S. mail at the address above.

### 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by DATE. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than DATE.

### 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on DATE, at TIME (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Bryan L. Bleichner of Chestnut Cambronne PA and Jean Martin of Aylstock Witkin Kreis Overholtz, PLC to represent you and other Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $825,000 as reasonable attorneys' fees, plus reimbursement of litigation costs. This amount will be paid by from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Awards will also be paid from the Settlement Fund.

## Excluding Yourself from the Settlement

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

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called "opting out" and must be done by submitting an Opt Out Request. If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue YRMC on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is DATE.

To be valid, your Opt-Out Request must have the following information:

(1) your full name, address, and telephone number;
(2) your personal signature (or the signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of you as a Settlement Class Member with respect to a claim or right, such as those in the Lawsuit);
(3) clear manifestation of your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You may only exclude yourself—not any other Person.

Mail your Opt-Out Request to the Settlement Administrator at:

Yuma Settlement
c/o Settlement Administrator
P.O. Box XXX
CITY, STATE, ZIP CODE

Your Opt-Out Request must be submitted or postmarked by DATE.

# Commenting on or Objecting to the Settlement

## 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**).

You must provide the following information for the Court to consider your objection:

(1) The case name and case number;
(2) your full name, mailing address, telephone number, and email address (if any);
(3) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
(4) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or application for attorneys' fees, costs, and Service Awards;
(5) the number of times in which your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
(6) whether you and/or your counsel will appear at the Final Approval Hearing and/or testify at the Final Approval Hearing;

(7) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
(8) a statement confirming whether you and/or your counsel utilized any form of artificial intelligence in preparation of the objection; and
(9) your signature (an attorney's signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by DATE. You must also send a copy of the objection to the Settlement Administrator.

| Clerk of the Court | Settlement Administrator |
|---|---|
| Clerk of the Court<br>401 W. Washington St.<br>Phoenix, AZ 85003-2118 | Yuma Settlement<br>c/o Settlement Administrator<br>P.O. Box XXX<br>CITY, STATE, ZIP CODE |

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

# The Court's Final Approval Hearing

## 18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **DATE** at the United States District Court for the District of Arizona located at 401 W. Washington St., Phoenix, AZ 85003-2118 or via video or teleconference.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.yumasettlement.com for updates.

## 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

# If I Do Nothing

## 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

# Getting More Information

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.yumasettlement.com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box XXX
  CITY, STATE, ZIP CODE

You can obtain copies of publicly filed documents by visiting the court at 401 W. Washington St. Phoenix, AZ 85003-2118.

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# Exhibit C

**Your claim must be submitted online or postmarked by: DATE**

***Dillon Clarke, et al., v. Yuma Regional Medical Center,***
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

**YUMA SETTLEMENT CLAIM FORM**

**Your claim must be submitted online or postmarked by: DATE**

## GENERAL INSTRUCTIONS

**Who is eligible to file a claim?** The court has defined the Class this way: "All living individuals who were sent notice of the Data Incident."

**Excluded from the Settlement Class are**: (i) Yuma; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Data Incidents or who pleads nolo contendere to any such charge.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

## AVAILABLE BENEFITS

Yuma Regional Medical Center ("Yuma") will establish a Settlement Fund of $1,985,000. The Settlement Fund shall pay all costs of Settlement Administration; all Valid Claims; any Service Awards to the Class Representatives; and any attorneys' fees and costs to Class Counsel and Plaintiffs' Counsel. More specifically, the Settlement Fund will pay for the following benefits.

**MEDICAL MONITORING.** All Settlement Class Members will automatically receive one year of Medical Monitoring that includes, among other benefits, $1,000,000.00 in insurance coverage with no deductible.

**CASH PAYMENT OPTIONS**

**Cash Payment A → Documented Monetary Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may get back up to **$4,000.00**. The losses must have occurred between April 21, 2022, and **CLAIM DEADLINE**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or

papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Cash Payment B→ *Pro Rata* Monetary Payment.** In addition to, you may also claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Monetary Payment. This payment depends on the total claims filed.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@yumasettlement.com
- Call toll free, 24/7: (123) 456-7890
  By mail: Yuma Settlement
  c/o Settlement Administrator
  P.O. Box 25226
  Santa Ana, CA 92799

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT WWW.YUMASETTLEMENT.COM.**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@yumasettlement.com.

**You must submit your Claim Form online, by mail, or by email no later than DATE.**

**Your claim must be submitted online or postmarked by: DATE**

***Dillon Clarke, et al., v. Yuma Regional Medical Center,***
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

**YUMA SETTLEMENT CLAIM FORM**

**Your claim must be submitted online or postmarked by: DATE**

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Login ID (if known)

## II. CASH PAYMENT A (DOCUMENTED OUT-OF-POCKET LOSSES)

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $4,000.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

| ***Description of Documentation Provided*** | ***Amount*** |
|---|---|
| *Example: Unauthorized bank transfer* | *$500* |
| | |
| | |
| | |
| | |
| | |
| | |
| **TOTAL CLAIMED:** | |

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

## III. CASH PAYMENT B: *PRO RATA* MONETARY PAYMENT

**Your claim must be submitted online or postmarked by: DATE**

***Dillon Clarke, et al., v. Yuma Regional Medical Center,***
No. 2:22:cv-01061-PHX-SMB (D. Ariz.)
United States District Court for the District of Arizona

**YUMA SETTLEMENT CLAIM FORM**

**Your claim must be submitted online or postmarked by: DATE**

☐ Check this box if you want to claim a one-time *pro rata* cash payment (the exact number will change depending on how many people submit a claim).

## V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1:_____

☐ **Venmo**
Mobile number, if different than you provided in Section 1:_____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1:_____

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1:_____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

## VI. ATTESTATION & SIGNATURE

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

| _____ | _____ | _____ |
|---|---|---|
| Signature | Printed Name | Date |

# Exhibit D

**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,<br><br>Plaintiffs,<br><br>v.<br><br>Yuma Regional Medical Center,<br><br>Defendant. | Lead Case No. 2:22-CV-01061-PHX-SMB<br><br>**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** |

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiffs Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady. ("Plaintiffs") and Yuma Regional Medical Center, ("Defendant" or "YRMC," together, with Plaintiffs, the "Parties") with accompanying exhibits and Plaintiffs' Memorandum of Law in Support of the

Motion for Preliminary Approval of Class Action Settlement.[1] This Lawsuit arises from a cybersecurity incident that allegedly impacted Defendant in April 2022.

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

> All living individuals who were sent notice of the Data Incident.

Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Data Incidents or who pleads *nolo contendere t*o any such charge.

Pursuant to Fed. R. Civ. P. 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3). Specifically, the Court finds for settlement purposes that: (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 that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Lawsuit 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 Lawsuit.

2. **Class Representatives and Class Counsel**. The Court finds that Plaintiffs Dillan Clarke, Elayne Martinez, Brian Kircher, Juanita Sarabia, Megan Kircher, Donald Banti and Marcia Banti, Ryan Mangum and Tiffany Mangum, Anthony Spano, Carol Ashby and Margaret O'Grady

are adequate and should be preliminarily appointed as the Settlement Class

Representatives. Additionally, the Court finds that Jean S. Martin of Aylstock, Witkin, Kreis & Overholtz PLC and Bryan L. Bleichner of Chestnut Cambronne, PA are adequate and have fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Class Counsel.

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Fed. R. Civ. P. 23 and Ninth Circuit precedent—including but not limited: whether class counsel receives a disproportionate distribution of the gross settlement amount; whether any of the gross settlement amount reverts to Defendant; whether there is a clear sailing arrangement; the strength of Plaintiffs' case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status throughout

the trial; the amount offered in Settlement; the extent of discovery completed and the stage of proceedings; the experience and views of counsel; the presence of a government participant; and the reaction of the class members to the proposed settlement.

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

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for Settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this Lawsuit should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator**. The Court appoints Eisner Advisory Group LLC as the Settlement Administrator, with responsibility for class Notice and

Settlement Administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

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

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient Notice to all Settlement Class Members and other persons entitled to receive Notice; (d) meet all applicable requirements of federal law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Arizona Constitution. The Court

further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit an Opt-Out Request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written Objection by the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any Objections—the "Objection Deadline." Any such Objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an Objection must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Class Counsel and Defendant's Counsel by the Objection Date. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the federal Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) the Settlement is not finally approved by the Court or is terminated in accordance with

the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Lawsuit prior to execution of the Settlement Agreement and shall jointly request that all scheduled Lawsuit deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and (iii) 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*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval 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 claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Lawsuit or in any other lawsuit.

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

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

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

| **Event** | **Date** |
|---|---|
| Notice Deadline | 30 days from entry of Preliminary Approval Order |
| Defendant will deposit $750,000 into the Settlement Fund | 30 days from entry of Preliminary Approval Order as outlined in Section 3.1 |
| Class Counsel's motion for attorneys' fees, costs, and Settlement Class Representative Service Awards | No later than 14 days prior to the Opt-Out Deadline and Objection Deadline |
| Objection Deadline | 60 days from Notice Deadline |
| Opt-Out Deadline | 60 days from Notice Deadline |
| Claim Deadline | 90 days from Notice Deadline |

| | |
|---|---|
| Motion for Final Approval | 14 days prior to Final Approval Hearing |
| **Final Approval Hearing** | _____, 202_<br>No earlier than 120 days from entry of Preliminary Approval Order |
| Effective Date | 5 days after conditions in Section 14.1 have been satisfied, *i.e.*, 35 days from Final Approval Order, assuming no appeals |
| YRMC to deposit the remaining $1,235,000 into the Settlement Fund | 30 days from Effective Date |
| | **From Order Granting Preliminary Approval** |
| Notice Date | +30 days |
| Defendant will deposit $750,000 into the Qualified Settlement Fund | +21 days |
| Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards | +76 days |
| Objection Date | +90 days |
| Opt-Out Date | +90 days |
| Claims Deadline | +120 days |
| | |
| **Final Approval Hearing** | _____, 202_ |
| Motion for Final Approval | 14 days prior to Final Approval Hearing |
| | |
| | **From Order Granting Final Approval** |
| Effective Date | +31 days, assuming no appeal has been taken. See definition of Final in the Agreement. |
| Yuma to deposit the remaining $1,235,000 into the Settlement Fund | +52 days |

**IT IS SO ORDERED** on _____

# Exhibit E

**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,<br><br>Plaintiffs,<br><br>v.<br><br>Yuma Regional Medical Center,<br><br>Defendant. | Lead Case No. 2:22-CV-01061-PHX-SMB<br><br>**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** |

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion for Final Approval seeks approval of the Settlement as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on _____, the Court entered an Order

Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") which, among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) provisionally appointed Bryan L. Bleichner of Chestnut Cambronne PA and Jean Martin of Aylstock Witkin Kreis Overholtz, PLC as Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Eisner Advisory Group LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

**WHEREAS**, on _____, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

**WHEREAS**, on _____, the Court held a Final Approval

Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Lawsuit with prejudice;

**WHEREAS**, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**WHEREAS**, the Court being required under Fed. R. Civ. P. 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this Lawsuit and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All living individuals who were sent notice of the Data Incident.

Excluded from the Settlement Class are: (i) YRMC; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Data Incidents or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay, through the Settlement Fund, all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing

and mailing checks.

c. Defendant to pay, through the Settlement Fund, and subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Fed. R. Civ. P. 23(b)(3) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement

and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Lawsuit, certification of the Settlement Class for Settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. As of the Opt-Out Deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members. The Court has considered these objection (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the

Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of

the Released Persons from any and all Released Claims, including Unknown Claims.

"Released Claims" means any and all claims, demands, rights, or causes of action of any type or nature whether legal, equitable, statutory, based on the common law, or otherwise, whether individual, class, direct, representative or otherwise, for damages, losses, penalties, attorney's fees, or any other type of remedy or relief be it monetary or injunctive, existing or potential, accrued or unaccrued, suspected or unsuspected, that were asserted in the Lawsuit or are reasonably related to the facts and claims alleged in the Lawsuit, including any Unknown Claims. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of members of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

"Released Persons" means YRMC, including its past, present, and future parents, subsidiaries, divisions, predecessors and successors, affiliates, assigns, and related corporate entities, and each of their respective past, present, and future officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, attorneys, insurers, reinsurers, agents, and assigns, and any person acting on YRMC's behalf, in their capacity as such.

"Releasing Persons" means (i) Plaintiffs and each Settlement Class Member who does not timely opt out of the Settlement, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them and and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns who will be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Persons shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Persons from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Persons may have or had, such as under California's Consumer Privacy

Act, California Civil Code § 1798.100, *et seq.* and/or California's Unfair Competition Law, California Business & Professional Code § 17200 *et seq.* Each Party expressly waives all rights under 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.

The Releasing Persons agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Persons based on any of the Released Claims.

18. The Released Persons shall not have or shall not be deemed to have released, relinquished, or discharged any claim against any person other than Plaintiffs and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Class Counsel, and/or Defendant.

19. The Court grants final approval to the appointment of Plaintiffs as

Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. The Court grants final approval to the appointment of Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Lawsuit, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Lawsuit. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault

or omission of any of the Released Persons, in the Lawsuit or in any proceeding in any court, administrative agency, or other tribunal. The Settlement Agreement's terms shall be forever binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Persons and the Released Persons.

22. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*, and the Parties shall be restored to their respective positions in the Lawsuit, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, the Settlement Fund shall be promptly

returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or due to be paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

23. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

24. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in Lawsuit and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated