IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STEVEN GRAVLEY, SR., TYRONE BANKS, BARBARA WELZENBACH, individually and on behalf of all others similarly situated,

Case No. 2:24-cv-01148-MMB

Plaintiffs,

v.

FRESENIUS VASCULAR CARE, INC. d/b/a AZURA VASCULAR CARE,

Defendant.

CLASS ACTION

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs respectfully move the Court pursuant to Federal Rule of Civil Procedure 23(e) for an Order granting final approval of the proposed Settlement in this matter and entering final judgment. Plaintiffs are concurrently submitting a memorandum of law that addresses the final approval factors, and a proposed Final Approval Order and Final Judgment.

Dated: June 12, 2025 Respectfully submitted,

/s/ Andrew W. Ferich

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Class Counsel

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 12th day of June 2025, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's CM/ECF system for electronic service on all counsel of record.

/s/ Andrew W. Ferich

Andrew W. Ferich (PA I.D. # 313696)

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MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Following entry of the Court's Preliminary Approval Order, the Claims Administrator implemented the Notice Plan.¹ Class Counsel are pleased to report that the Class's reaction to the notice and Settlement has been overwhelmingly positive. While the claims period remains open until June 30, 2025, there have been over 10,000 claims filed to date. *See* Declaration of Jessie T. Montague ("Montague Decl.") at ¶ 19. Not one objection was filed by the May 30, 2025 objection deadline. *Id.* at ¶ 18. Based on the Settlement's plan of allocation, each Class Member who elected to receive a cash payment is estimated to receive approximately \$151.89. This is a tremendous result for participating Settlement Class Members, and distinguishes this case from *Ward v. Flagship Credit Acceptance LLC, infra,* based on both the amount that could potentially be recovered if that case were litigated to conclusion (\$500 or more based on the available statutory damages), and the actual payments going to class members under that settlement (\$35.30).

The issue now before the Court is whether the settlement is fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23(e)(2). As discussed in the Parties' previous briefing, this Settlement was negotiated at arm's length with a nationally respected data breach mediator at a mediation that occurred after the Parties had briefed a comprehensive motion to dismiss. The Court's decision to grant preliminary approval here necessarily entailed a determination that "the proposed settlement appear[ed] sufficiently likely to warrant final approval" *Kaplan v. Chertoff*, No. 06-5304, 2008 WL 200108, at *3 (E.D. Pa. Jan. 24, 2008). Nothing has changed from the record upon which this Court previously granted preliminary approval—aside from the successful implementation of the Notice Plan which demonstrates that the Settlement has been well received by the Class. For these reasons and those that follow, Plaintiffs respectfully request

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¹ Unless otherwise indicated, capitalized terms herein shall have the same definition as set forth in the Settlement Agreement.

that the Court grant final approval to the Settlement. Azura does not oppose the relief sought in this motion.

II. FACTUAL AND PROCEDURAL BACKGROUND

Pursuant to the Settlement Agreement, Defendant's counsel provided the Settlement Administrator, RG/2 Claims Administration LLC ("RG/2 Claims"), with a data file on or about March 13, 2025 containing 332,038 Class Member name and address records. *See* Montague Decl. at ¶ 7. On March 31, 2025, RG/2 Claims emailed the Summary Notice to the 35,799 Class Members with valid email addresses and mailed the Summary Notice to the other 296,239 individuals identified as Class Members. *See id.* at ¶¶ 8-9. Prior to mailing the Summary Notice, RG/2 Claims processed the Settlement class list names and addresses received through the United States Postal Service's National Change of Address database and updated the data with corrected information. *Id.* at ¶ 10. RG/2 Claims also issued a press release concerning the Settlement, and established a toll-free phone number, dedicated email address, and a Settlement Website. *Id.* ¶¶ at 12-16.

RG/2 Claims estimates that the Notice Program reached over 90%² of Class Members. Montague Decl. at ¶ 22. A total of four requests for exclusion were received, and, as noted above, there were no objections. *Id.* at ¶¶ 17-18. To date, RG/2 Claims has received 11,205 Claim Forms, which amounts to a 3.35% claims rate. *Id.* at ¶ 19. As mentioned in the Montague Declaration, that claims rate is higher than the majority of data breach class action cases RG/2 Claims has handled.

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² A notice plan that achieves a 90% reach is an outstanding result by any measure. *See* Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 3 (2010), www.fjc.gov/sites/default/files/2012/NotCheck.pdf ("A high percentage [of the class] (e.g., between 70-95%) can often reasonably be reached by a notice campaign."); *see also In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 527 F. Supp. 3d 269, 273 (E.D.N.Y. 2021) (citation omitted) (observing that "a notice plan that reaches between 70 and 95 percent of the class is reasonable," and endorsing a notice plan with 80% expected reach).

Id. The rate will likely continue to increase as claims continue to be received and processed through the June 30 claim submission deadline.

Based on the present claim rate and claimed amounts, RG/2 Claims estimates the Pro Rata Cash Fund Payment will be \$151.89. *See id.* at ¶ 20.

III. ARGUMENT

This Court and the Third Circuit have recognized that "there is an overriding public interest in settling class action litigation, and it should therefore be encouraged." Alberici v. Recro Pharma, Inc., No. 18-cv-2279, 2022 WL 17364637, at *2 (E.D. Pa. Dec. 1, 2022) (quoting In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 535 (3d Cir. 2004)). As noted above, class action settlements must be "fair, reasonable, and adequate" in order to be approved by the Court. Fed. R. Civ. P. 23(e)(2). This Court has stated that "[w]hen evaluating a settlement, 'courts should not substitute the parties' assurances or conclusory statements for its independent analysis of the settlement terms, [and should not] withhold approval simply because the settlement may not be the best settlement." Ward v. Flagship Credit Acceptance LLC, No. 17-cv-2069, 2020 WL 759389, at *5 (E.D. Pa. Feb. 13, 2020) (quoting Chester Upland Sch. Dist. v. Pa., 284 F.R.D. 305, 323-24 (E.D. Pa. 2012)); see also Dauphin Island Prop. Owners Ass'n v. United States, 90 Fed. Cl. 95, 107 (2009) ("[A] settlement agreement achieved through good-faith, non-collusive negotiation does not have to be perfect, just reasonable, adequate, and fair.") (quoting Joel A. v. Giuliani, 218 F.3d 132, 144 (2d Cir. 2000)); In re Onix Grp., LLC Data Breach Litig., No. 23-cv-2288-KSM, 2024 WL 5107594, at *11 (E.D. Pa. Dec. 13, 2024) ("Onix Grp.") (noting that objections to class action settlements on the grounds that the settlement "does not do enough for class members" and "should have been better" have "been frequently rejected by courts.") (collecting cases).

In determining whether a settlement meets Rule 23(e)'s fair, reasonable, and adequate requirement, the Court must "consider[] whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2).

Courts in the Third Circuit also consider the following nine *Girsh* factors:

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

Warfarin, 391 F.3d at 534-35 (quoting Girsh v. Jepson, 521 F.2d 153, 156-57 (3d Cir. 1975)). This Court has recognized that the Rule 23(e)(2) and Girsh factors "substantially overlap" with one another. See, e.g., Onix Grp., 2024 WL 5107594, at *8, n.7.

Finally, the Third Circuit has "articulated an additional inquiry: the degree of direct benefit provided to the class, including the number of individual awards compared to the number of claims and the number of class members, the size of individual awards compared to claimants' estimated damages, and the claims process used to determine individual awards." *McLachlan v. Bd. of Trs.* of Elevator Constructors Annuity & 401(k) Ret. Plan, No. 22-ev-4115, 2025 WL 1116533, at *5

(E.D. Pa. Apr. 15, 2025) (citing *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013)).

The Settlement here meets the standard for final approval pursuant to the applicable Rule 23(e)(2), *Girsh*, and *Baby* factors.

A. The Presumption of Fairness Applies

In the Third Circuit, a settlement is entitled to "an initial presumption of fairness" where "(1) the negotiations occurred at arms length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 436 (3d Cir. 2016), *as amended* (May 2, 2016) (quoting *In re Cendant Corp. Litig.*, 264 F.3d 201, 232, n.18 (3d Cir. 2001)).

The Settlement is entitled to the presumption of fairness. The Parties participated in an arm's length mediation with one of the most respected data breach mediators in the country; Class Counsel have extensive experience in this field, and had a firm understanding of the Parties' respective claims and defenses when the Settlement was reached; Plaintiffs received sufficient premediation and confirmatory discovery from Azura; and there have been no objections to the Settlement. This Court recently applied a presumption of fairness based on a similar record in a data breach class action settlement. See In re Philadelphia Inquirer Data Sec. Litig., No. 24-cv-2106-KSM, 2025 WL 845118, at *8 (E.D. Pa. Mar. 18, 2025) ("Philadelphia Inquirer") (finding a data breach settlement agreement to be entitled to an initial presumption of fairness where, inter alia, it was mediated with Mr. Picker, class counsel had significant experience and sufficiently evaluated the case prior to reaching a settlement, and where there were no objections filed by a 25,000 person settlement class); see also Onix Grp., 2024 WL 5107594, at *8 (same, even where

two objections were filed); *McLachlan*, 2025 WL 1116533, at *5 (applying the initial presumption of fairness).

B. Plaintiffs and Class Counsel Adequately Represented the Class

Rule 23(e)(2)(A)'s requirement that "the class representatives and class counsel have adequately represented the class" is satisfied here. The motion for a Fee Award and Costs ("Fee Motion") includes a detailed discussion of Class Counsel's efforts in the litigation, the settlement negotiations, and implementation of the terms of the Settlement Agreement. *See* ECF Nos. 38-1, 38-2. The result obtained for the Settlement Class here was extraordinary and is superior to numerous data breach settlements approved in this Court and other courts across the country. And it was the result of a mediation led by "experienced mediator" Bennett G. Picker of the Stradley Ronon law firm, who is one of the most highly regarded data breach class action mediators in the country. *See Philadelphia Inquirer*, 2025 WL 845118, at *6 (also citing the fact that Plaintiffs' counsel worked with Mr. Picker, an "experienced mediator," to mediate the settlement in that case as a factor supporting adequacy).

Each Plaintiff likewise vigorously pursued the Class's interests. They devoted significant time and effort assisting Class Counsel with prosecution of the Class's claims, collecting evidence, completing questionnaires, and producing relevant documents. The excellent Settlement obtained in this litigation would not have been possible without the efforts of the Plaintiffs, who agreed to put their name on the litigation for the benefit of others.

C. The Settlement Was Negotiated at Arm's Length

Rule 23(e)(2)(B)'s requirement that the proposal be "negotiated at arm's length" is satisfied. The Settlement resulted from arm's-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions, assisted by a neutral and highly experienced mediator. These circumstances weigh in favor of approval.

D. The Relief Provided for the Class Is Adequate

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The Settlement here represents a gross "per capita" amount per Class Member of \$9.43,³ and a mock distribution of Settlement Benefits indicates that each Class Member with a valid claim for a *pro rata* cash payment will receive approximately \$151.89. Montague Decl. at ¶ 20. The Rule 23(e)(2)(C)(ii) sub-factor regarding the "effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims" weighs in favor of approval here. The Notice Plan was comprehensive and consistent with what has been done in other data breach settlements, and the claims process facilitated by the Settlement Website was simple. *See Holden v. Guardian Analytics, Inc.*, No. 23-cv-2115, 2024 WL 2845392, at *3 (D.N.J. June 5, 2024) (a similar notice plan implemented in a data breach settlement "satisf[ied] the requirements of Fed. R. Civ. P. 23 and due process."). The Rule 23(e)(2)(C)(iii) sub-factor regarding the "terms of any proposed award of attorney's fees" also weighs in favor of approval here. Class Counsel's proposed fee is reasonable for the reasons noted in the Fee Motion. The Rule 23(e)(2)(C)(iv) reference to "any agreement required to be identified under Rule 23(e)(3)" encompasses only the Settlement Agreement.

This Settlement is materially different from (and superior to) the one this Court declined to approve in *Ward*, 2020 WL 759389. The plaintiff in that case alleged that the defendant violated the Telephone Consumer Protection Act ("TCPA") by illegally calling class members' cell phones

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³ As previously identified in Plaintiffs' fee motion, the "per capita" metric is simply a tool used in common fund data breach settlements to evaluate the quality of the amount of money obtained for the class. The "per capita" amount is obtained by dividing the value of the fund by the number of class members. This number—here \$9.43—is outstanding as far as "per capita" value goes, but is not a measure of what Class Members will actually receive under the Settlement. The actual Settlement Payment amounts will be determined when all claims have been evaluated and after the deadline to submit claims has passed. As noted above, RG/2 Claims estimates, based on current claims data, that Class Members who elected a *pro rata* cash payment will receive approximately \$151.89.

using an automatic telephone dialing system. *Id.* at *1. That case presented "unique considerations implicated by the [TCPA]." *Id.* Specifically, the TCPA provides a private right of action to recover the greater of \$500 or actual losses per violation (and potentially up to \$1,500 for willing or knowing violations). *Id.* at *6 (citing 47 U.S.C. § 227(b)(3)(B); § 227(b)(3)(C)); *see also id.* at *7 ("Congress has unambiguously expressed its intent that TCPA violators be held liable in the amount of \$500 per violation."); *id.* at *18 (noting that the settlement agreement in *Ward* would provide class members with "only a small fraction of what Congress has said they are statutorily entitled to.") (citations omitted). Further, and in contrast to "other consumer protection statutes," (a) the TCPA "does not impose a cap on statutory damages in class actions," *id.* at *6 and, (b) upon the finding of a violation, claimants are *automatically* entitled to the \$500 statutory damage award. *Id.* at *7. Under those circumstances, the Court found that the "the \$35.30 per claimant award [provided for under that proposed settlement] still pales in comparison to the TCPA's *guarantee* of \$500." *Id.* at *19 (emphasis added).

Unlike in *Ward*, Plaintiffs here are unable to avail themselves of a statute that automatically provides for substantial liquidated damages. Plaintiffs' strongest claim in this case was likely common law negligence. The operative complaint contains two statutory claims: for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), and of the Maryland Personal Information Protection Act ("MPIPA"). ECF No. 16 ¶ 276-286, 294-308. But "[t]he ICFA contains no statutory damages provision." *Taylor v. Halsted Fin. Servs., LLC*, No. 99 C 2466, 2000 WL 33201925, at *9 (N.D. Ill. Jan. 13, 2000) (internal quotation marks omitted); *see also Smith, Allen, Mendenhall, Emons & Selby v. Thomson Corp.*, 371 Ill. App. 3d 556, 559, 862 N.E.2d 1006, 1009 (2006) ("Damages must be proven by the plaintiff..., and in the absence of a mental state equivalent to that of an intentional tort, damages may not be presumed under the

[ICFA].") (internal citations omitted). Azura previously sought to dismiss the MPIPA claim (along with the rest of the complaint) with prejudice, arguing there is no standalone private right of action under the statute, and, in any event, Plaintiffs had not adequately pleaded a violation of the statute. See ECF No. 17-1 at 31-33 (citing In re Am. Fin. Res., Inc. Data Breach Litig., No. 22-cv-01757-MCA-JSA, 2023 WL 3963804, at *11 (D.N.J. Mar. 29, 2023)). There was a risk of dismissal of the MPIPA claim.

There are also two important procedural distinctions between this settlement and the one in Ward. First, the parties reached the settlement in Ward "before an answer or Rule 12 motion was filed" which "deprived the Court of an understanding of the merits of the case." Ward, 2020 WL 759389, at *12. Second, as the *Ward* Court noted, preliminary approval of the *Ward* settlement was granted on "September 18, 2018, shortly before the Rule 23 amendments became effective...As such, the motion for preliminary approval was evaluated under the previous version of Rule 23, which did not specify a standard for evaluating preliminary approval motions." *Id.* at *4, n.6; see also id. at *4 (amended Rule 23(e)(1)(B)(i)–(ii) requires that, before granting preliminary approval to a class action settlement, the court must be satisfied that it will "likely" be able to grant final approval to it).

Here, of course, amended Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii) was in effect at all relevant times, and the Parties briefed Azura's motion to dismiss before agreeing upon the Settlement.⁵

⁴ There are also significant differences at the class certification stage that make data breach class actions riskier than a TCPA case like Ward. Because the TCPA is a federal statute, there is no choice of law analysis required. And in contrast to the common law claims Plaintiffs primarily rely on here, the Court in Ward stated that "the damages computation is relatively easy" under the TCPA. 2020 WL 759389, at *19.

⁵ The Ward plaintiff had also cited the defendant's "financial instability as one justification for the size of the settlement fund." Id. at *15. But after the Court conducted an in camera review of the financial statements that had been provided by the defendant during the settlement negotiations, it expressed the view that the defendant "could withstand a greater judgment..." Id. *17. Here, in

And most importantly, the estimated \$151.89 that each cash claimant will receive in this case is nearly 4.5 times the \$35.30 amount that the claimants in *Ward* stood to receive.

E. The Settlement Treats Class Members Equitably Relative to Each Other

The Settlement satisfies the Rule 23(e)(2)(D) requirement that it "treats class members equitably relative to each other." The plan of allocation treats all Class Members fairly and equally in relation to the strengths of their claims. Specifically, the Settlement fairly protects the interests of all parties by providing cash compensation and up to \$10,000 to Class Members who suffered out of pocket losses. *Onix Grp.*, 2024 WL 5107594, at *15 ("document loss repayment[] and pro rata cash payment will help the class"); *Barletti v. Connexin Software, Inc.*, No. 22-04676-JDW, 2024 WL 1096531, at *1 (E.D. Pa. Mar. 13, 2024) (approving a data breach settlement that provided for, *inter alia*, "reimbursement for out-of-pocket expenses, or an alternative cash payment as their compensation."). This is a sensible means by which to apportion the settlement benefits.

F. The Girsh Factors Favor Approval

1. The Complexity, Expense, and Likely Duration of the Litigation

Class Counsel obtained a common fund settlement here that is—by comparison to other approved data breach settlements and by any measure (including on a per capita basis and an estimated distribution basis)—excellent. In the absence of settlement, it is certain that the expense, duration, and complexity of protracted litigation that would result would be substantial. Continued litigation and/or non-approval of this Settlement *could have exposed the Class to no recovery whatsoever*. Indeed, data breach class action lawsuits have been dismissed at the pleadings stage.

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contrast, Plaintiffs contend that this *Girsh* factor is neutral. *Cf. id.* at *16, n.25 ("...the parties <u>have</u> presented evidence of [defendant's] ability to pay...and the Court cannot ignore the conclusion that it points to.") (emphasis in original).

See In re Waste Mgmt. Data Breach Litig., No. 21-cv-6147 (DLC), 2022 WL 561734 (S.D.N.Y. Feb. 24, 2022). Continued proceedings necessary to litigate this matter to final judgment would likely include substantial motion practice, extensive fact discovery, class certification proceedings, dispositive motions and, of course, a trial and appeal. See Holden, 2024 WL 2845392, at *5 (this Girsh factor satisfied in a data breach case for these reasons). Given the complex nature of the Data Breach at issue, a battle of the experts at trial is almost a certainty and, as such, continued proceedings would likely include substantial expert discovery and significant motion practice related to such. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on the merits, as well as any decision on class certification. See, e.g., Maldini v. Marriott Int'l, Inc., No. 24-1064, 2025 WL 1560372 (4th Cir. June 3, 2025) (decertifying class for second time in data breach class action litigation). This factor "weighs heavily" in the Court's analysis of the Settlement. Cendant, 264 F.3d at 233; see also Philadelphia Inquirer, 2025 WL 845118, at *9 (finding this factor to be "easily met" in a data breach class action settlement (emphasis added)).

2. The Reaction of the Class to the Settlement

The Settlement Class's reaction to the Settlement also weighs in favor of final approval. As of June 12, 2025, 11,205 claims have been submitted. Montague Decl. at ¶ 19. There have been no objections, and only four Class Members have requested to opt out of the Settlement. 6 *Id.* at ¶¶ 17-18. This factor supports the settlement. See McLachlan, 2025 WL 1116533, at *5 (finding that

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⁶ None of the attorneys general or other governmental officials that were provided with notice of the Settlement in accordance with the Class Action Fairness Act objected either. *See Noll v. eBay, Inc.*, 309 F.R.D. 593, 608 (N.D. Cal. 2015) ("Although CAFA does not create an affirmative duty for either state or federal officials to take any action in response to a class action settlement, CAFA presumes that, once put on notice, state or federal officials will raise any concerns that they may have during the normal course of the class action settlement procedures." (quoting *Garner v. State Farm Mut. Auto. Ins. Co.*, No. 08-cv-1365 CW EMC, 2010 WL 1687832, at *14 (N.D. Cal. Apr. 22, 2010)).

the lack of objections received in response to notice that was mailed and emailed to 39,090 class members "weighs strongly in favor of settlement"); *Barel v. Bank of Am.*, 255 F.R.D. 393, 404 (E.D. Pa. 2009) ("Importantly, there were no objections to the settlement by class members.").

3. The Stage of the Proceedings and the Amount of Discovery Completed

The amount and nature of the discovery conducted by Plaintiffs supports final approval or is at least neutral. Class Counsel conducted extensive and lengthy interviews of Plaintiffs, reviewed the Plaintiffs' documentation and all documents that Azura produced regarding the Data Breach prior to mediation, and analyzed the applicable laws of Pennsylvania and other jurisdictions regarding breaches of customers' Personal Information prior to filing their respective initial complaints. See ECF No. 33-3, Joint Counsel Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Counsel Decl.") ¶ 12. Plaintiffs also engaged in robust informal discovery in advance of the mediation and conducted confirmatory discovery to confirm the Settlement's fairness. Id. ¶ 8. Class Counsel's wellinformed decision as to the adequacy of the proposed Settlement weighs in favor of final approval. See Philadelphia Inquirer, 2025 WL 845118, at *9 (finding this Girsh factor to support the settlement—even though it was reached "somewhat early in the litigation process" —where class counsel had adequately evaluated their case); Onix Grp., 2024 WL 5107594, at *9 (same where the parties had not commenced formal discovery, but class counsel had "exchanged informal discovery with Defendant prior to mediation...").

4. The Risks of Establishing Liability and Damages, and Maintaining the Class Action Through Trial

"[T]he risks surrounding a trial on the merits are always considerable." *In re Diet Drugs Products Liability Litig.*, No. 99–20593, 2000 WL 1222042, at *61 (E.D. Pa. Aug. 28, 2000) (quoting *Weiss v. Mercedes–Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J.1995), *aff'd*, 66

F.3d 314 (3d Cir.1995)). Plaintiffs believe their claims are well-supported, but also recognize they are subject to credible defenses and inherent risks. Were the case to continue, Plaintiffs would face several delays and challenges, particularly including obtaining class certification, briefing motions for summary judgment, defending expert opinions, and maintaining class certification through trial. *See In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) ("[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.").

While those hurdles are present in any class action, data breach cases are particularly risky given the unique issues they raise related to causation and damages. See In re Citrix Data Breach Litig., No. 19-cv-61350, 2021 WL 2410651, at *3 (S.D. Fla. June 11, 2021) ("Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages."); Philadelphia Inquirer, 2025 WL 845118, at *9 (noting that the settled data breach case involves "a number of open questions"); In re Anthem, Inc. Data Breach Litig., 327 F.R.D. 299, 318 (N.D. Cal. 2018) ("[T]he dearth of precedent makes continued litigation more risky. The parties have pointed the Court to only one non-settlement data-breach class that has been certified in federal court to date.") (citation omitted). And several claims in data breach cases, including cases in this Circuit, have failed even at the pleading stage. See In re Rutter's Data Sec. Breach Litig., 511 F. Supp. 3d 514, 523-26 (M.D. Pa. 2021) (dismissing claims of certain plaintiffs who had not experienced fraud but alleged "only possible future injuries and prophylactic measures to avoid those potential injuries"); Browne v. US Fertility, LLC, No. 21-cv-0367, 2021 WL 2550643 (E.D. Pa. June 22, 2021) (same).

These are not abstract risks. Azura's motion to dismiss claimed that "there is no evidence

that any Azura data was taken, exfiltrated or used to commit fraud." ECF No. 17-1 at 2. This would present a challenge to Plaintiffs were the case to proceed. *See Onix Grp.*, 2024 WL 5107594, at *9 (identifying "whether the compromised information was actually viewed by bad actors" as a litigation risk that supported approving the settlement). If Plaintiffs overcame the various legal and factual arguments that Azura would raise on the merits, they would then be faced with both securing and maintaining certification of a litigation class. This too presents an obvious risk. *See, e.g., Fulton-Green v. Accolade, Inc.*, No. 18-cv-0274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) ("This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare."); *see Onix Grp.*, 2024 WL 5107594, at *10 ("there 'will always be a 'risk' or possibility of decertification.") (quoting *In re Prudential Ins. Co. Am. Sales Pracs. Litig.*, 148 F.3d 283, 321 (3d Cir. 1998) (internal quotation marks omitted)); *Maldini*, 2025 WL 1560372 (decertifying class for second time).

The Settlement accounts for and avoids those risks, while maximizing Class Members' recovery. This factor heavily favors final approval of the Settlement.

5. The Defendant's Ability to Withstand a Greater Judgment

The Third Circuit interprets this *Girsh* factor to be "concerned with whether the defendants could withstand a judgment for an amount significantly greater than the settlement." *Cendant*, 264 F.3d at 240. But where "when there is no reason to believe that [d]efendants face any financial instability[,] . . . this factor is largely irrelevant." *Philadelphia Inquirer*, 2025 WL 845118, at *10 (internal citation omitted).

As noted above, Azura's ability to pay or to withstand judgement is not at issue here, and so this factor is neutral as to final approval.

6. The Range of Reasonableness in Light of the Best Possible Recovery

"The reasonableness of a proposed settlement is assessed by comparing 'the present value

of the damages plaintiffs would likely recover if successful [at trial], appropriately discounted for the risk of not prevailing . . . with the amount of the proposed settlement." *Sullivan v. DB Invs.*, *Inc.*, 667 F.3d 273, 323-24 (3d Cir. 2011) (quoting *In re Prudential Ins.*, 148 F.3d at 322).

Here, the value achieved through the Settlement is guaranteed, whereas the chances of prevailing on the merits are uncertain. *See Philadelphia Inquirer*, 2025 WL 845118, at *10 (recognizing the "substantial challenges in maintaining class certification and overcoming the summary judgment hurdle" Plaintiffs face in such a case). At the time the case was mediated, Azura had already presented its various arguments on the merits of Plaintiffs' case in its motion to dismiss. Proceeding with litigation (including as a result of non-approval of the Settlement) would expose Plaintiffs and the Class to risks inherent in trying to achieve and maintain class certification and prove liability. It is obvious Plaintiffs' success at trial is far from certain, and every day that passes is another day that Plaintiffs and Class Members go without the compensation provided by the Settlement. Indeed, because a data breach class action *has never actually proceeded to trial*, it is not even certain what a maximum recovery may look like in a case where, as here, no statutory damages are available. A jury may conclude that class members have suffered no harm or damages at all as a result of a data breach. Through the Settlement, Plaintiffs and Class Members will gain significant benefits without having to face further risk of not receiving any relief at all.

7. The Range of Reasonableness in Light of the Attendant Risks of Litigation

The Settlement here compares favorably with (and is superior to) settlements in other approved data breach cases. *See, Onix Grp.*, 2024 WL 5107594, at *1 (approving settlement that included a fund of \$1,250,000 for approximately 308,000 affected individuals, or \$4.06 per capita);

Barletti v. Connexin Software, Inc., No. 22-cv-04676-JDW, 2024 WL 3564556, at *1 (E.D. Pa. July 24, 2024) (approving settlement that included a \$4 million fund for a breach affecting approximately 3 million individuals, or \$1.33 per capita); Bianucci v. Rite Aid Corp., No. 24-cv-

03356-HB, 2025 WL 704284, at *1 (E.D. Pa. Mar. 4, 2025) (preliminarily approving settlement that included a \$6,800,000 fund for approximately 2.2 million affected individuals, or \$3.09 per capita); *In re NCB Mgmt. Servs., Inc. Data Breach Litig.*, No. 23-cv-1236, 2025 WL 1397414, at *1 (E.D. Pa. May 13, 2025) (preliminarily approving a \$2,625,000 settlement fund for approximately 1.63 million class members, or \$1.61 per capita); *see also Linnins v. Haeco Americas, Inc.*, No. 16-cv-0486, 2018 WL 5312193, at *1 (M.D.N.C. Oct. 26, 2018) (settlement included \$312,500 fund for reimbursement of specified expenses to employees whose PII was accessed in data breach); *In re Zappos Sec. Breach Litig.*, No. 12-cv-0325, 2019 WL 12026706, at *2 (D. Nev. Dec. 23, 2019) (data breach settlement provided "10% coupon" for Zappos goods).

G. The Court Should Confirm Certification of the Settlement Class

Nothing has changed since the Court granted preliminary approval that should or would affect the Court's determination on certification of the class at the final approval stage. *See* Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii) (notice to the settlement class at the preliminary approval phase should be based on a finding that doing so "is justified by the parties' showing *that the court will likely be able to...* approve the proposal under Rule 23(e)(2); and certify the class for purposes of judgment on the proposal.") (emphasis added). The Court should grant final settlement certification to the Class under the criteria described in Rules 23(a) and 23(b)(3). (ECF No. 34). All of the Rule 23(a) and 23(b)(3) for purposes of granting final approval.

1. The Class Meets the Requirements of Rule 23(a)

The prerequisites for class certification under Rule 23(a) are numerosity, commonality, typicality, and adequacy of representation. The Settlement Class meets those requirements, and nothing has occurred since the Court's grant of preliminary settlement approval that would change this analysis.

a. The Class Is So Numerous That Joinder Is Impracticable

The Settlement Class consists of hundreds of thousands of individuals. This readily satisfies the numerosity requirement. *See, e.g., In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 260 (E.D. Pa. 2012) (numerosity generally satisfied if class exceeds 40 members).

b. There are Ouestions of Law or Fact Common to the Class

"A finding of commonality does not require that all class members share identical claims." Warfarin, 391 F.3d at 530 (citation and internal quotation marks omitted). The commonality requirement requires only that plaintiffs "share at least one question of fact or law" with the grievances of the prospective class. *Id.* at 527-28. Here, the central issues posed by this litigation are whether Azura had a duty to protect Plaintiffs' and Class Members' information from unauthorized access, and whether Plaintiffs and Class Members were injured by Azura's failure to do so. These are common questions subject to common proof that can be answered on a class-wide basis. *Philadelphia Inquirer*, 2025 WL 845118, at *5 ("Commonality is met in this case because 'the proposed class members all suffered from the same data breach. There are common questions as to how the data breach occurred, whether [Defendant] had a duty to protect [consumers], and whether the [consumers] were harmed by the breach."") (quoting *Fulton-Green*, 2019 WL 316722, at *3).

c. Plaintiffs' Claims Are Typical of the Claims of the Class

"The typicality inquiry is intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented." *Baby Neal for & by Kanter v. Casey*, 43 F.3d 48, 57-58 (3d Cir. 1994) (citation omitted). Here, Plaintiffs' claims are virtually identical to those of other Settlement Class members. They are all predicated on the same alleged conduct by Azura: failure to safeguard their personal information. Azura's

liability for the Data Incident does not depend on individualized circumstances of either Plaintiffs or other Settlement Class Members.

d. Plaintiffs and Class Counsel Adequately Represented the Class

"Adequate representation depends on two factors: (a) the plaintiff's attorney must be qualified, experienced, and generally able to conduct the proposed litigation, and (b) the plaintiff must not have interests antagonistic to those of the class." *Weiss v. York Hosp.*, 745 F.2d 786, 811 (3d Cir. 1984) (citation omitted). As to the first of those factors, Class Counsel respectfully submit that they have adequately represented the interests of the class here. In negotiating the Settlement Agreement Class Counsel had the benefit of years of experience and familiarity with the factual and legal bases for this case, as well as other cases involving data breaches and consumer privacy. This understanding of the intricacies of the data breach and consumer privacy space provided Class Counsel with the tools and perspective to achieve and outstanding recovery for the class.

As to the second of the "adequate representation" factors, a potential conflict between plaintiffs and absent class members is disabling for Rule 23 purposes only if it is "apparent, imminent, and on an issue at the very heart of the suit." *In re Flat Glass Antirust Litig.*, 191 F.R.D 472, 482 (W.D. Pa. 1999) (citation and internal quotation marks omitted). In this case, there is no evidence tending to suggest any conflict at all between the Plaintiffs' interests and those of other Settlement Class members, much less one sufficient to raise questions as to Plaintiffs' adequacy.

2. The Class Meets the Requirements of Rule 23(b)(3)

Class certification is appropriate under Rule 23(b)(3) when: (i) common questions of law or fact "predominate" over any individual questions, and (ii) a class action is "superior" to other available means of adjudication. Both requirements are satisfied here.

a. Common Questions of Law or Fact Predominate

Predominance is satisfied when "common questions represent a significant aspect of a

case and ... can be resolved for all members of a class in a single adjudication." *Messner v. Northshore Univ. Health Sys.*, 669 F.3d 802, 815 (7th Cir. 2012) (quoting 7A Wright, Miller & Kane, Federal Practice and Procedures § 1778 (3d ed. 2011)). Questions common to all Class Members predominate here. Several case-dispositive questions could be resolved identically for all members of the Class, such as whether Azura had a duty to exercise reasonable care in safeguarding Settlement Class Members' personal and health information, and whether Azura's failure to do so constitutes a breach of that duty. This case involves a single data security incident that impacted all Class Members whose data was stolen, giving rise to claims that all share the same common nucleus of facts and law. The issues raised can be resolved using the same evidence for all Class Members. They are the types of predominant questions that make a class-wide adjudication entirely feasible.

b. A Class Action Is the Superior Method of Adjudicating This Case

Class certification is appropriate if a "class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). "The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication." *In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. at 264 (quoting *In re Prudential Ins.*, 148 F.3d at 316). That balance weighs heavily in favor of the superiority of a class action here. Individual lawsuits by Class Members would be unfeasible in light of the substantial costs of litigation as compared to the relatively limited damages recoverable by any one Settlement Class Member. Only resolution on a class basis would effectuate the goals of Rule 23: (1) to promote judicial economy through the efficient resolution of multiple claims in a single action; and (2) to provide persons with smaller claims, who would otherwise be economically precluded from doing so, the opportunity to assert their rights. Wright, Miller & Kane, § 1754.

IV. CONCLUSION

Plaintiffs achieved an excellent Settlement that is fair, adequate, and reasonable, and

assures Class Members of prompt and meaningful relief. The Settlement Agreement is well within

the range of approval and complies with the dictates of Rule 23. For these reasons and the other

reasons detailed herein, Plaintiffs respectfully request that the Court certify the Class for settlement

purposes; grant this Motion for Final Approval of Class Action Settlement; grant the previously

filed Fee Motion (ECF No. 38, 38-1); and enter the Final Approval Order and Final Judgment

submitted herewith.

Dated: June 12, 2025

Respectfully submitted,

/s/ Andrew W. Ferich

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Class Counsel

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 12th day of June 2025, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's CM/ECF system for electronic service on all counsel of record.

/s/ Andrew W. Ferich
Andrew W. Ferich (PA I.D. # 313696)

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STEVEN GRAVLEY, SR., TYRONE BANKS, BARBARA WELZENBACH, individually and on behalf of all others similarly situated,

Master File No. 2:24-cv-01148-MMB

Plaintiffs,

v.

FRESENIUS VASCULAR CARE, INC. d/b/a AZURA VASCULAR CARE,

Defendant.

DECLARATION OF JESSIE T. MONTAGUE REGARDING SETTLEMENT ADMINISTRATION

1. My name is Jessie T. Montague, and I am over the age of 18 years. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistent with the matters stated herein.

INTRODUCTION

2. I am a Senior Project Manager for RG/2 Claims Administration LLC ("RG/2 Claims"), whose address is 30 South 17th Street, Philadelphia, PA 19103. RG/2 Claims is the independent third-party Settlement Administrator¹ appointed by the Court to handle the settlement administration activities in the above-referenced matter, including, but not limited to, assisting and in the development and administration of the Notice Plan, as set forth in detail in this declaration, and administering the claims process set forth in detail in the Settlement Agreement. This

¹ All capitalized terms herein have the same meaning as the terms defined in the Class Action Settlement Agreement and Release ("Settlement Agreement").

Declaration is based upon my personal knowledge and upon information provided to me by Class Counsel or Azura or Azura's Counsel, my associates, and RG/2 Claims staff members.

- 3. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims' experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of \$2 billion in class action settlement proceeds.
- 4. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.
- 5. RG/2 Claims was retained to, among other tasks, a) prepare, print, mail and email notices to Class Members; b) create and maintain the Settlement Website; c) prepare weekly activity reports; d) handle inquiries from Class Members; e) re-mail Notices; f) skip-trace undeliverable addresses; g) receive and process Claim Forms; h) receive and track Opt-Outs and Objections; i) review supporting documentation; j) calculate and issue Settlement Payments to Claimants with Approved Claims; and k) conduct such other tasks as the Parties mutually agree or the Court orders RG/2 Claims to perform.

NOTICE DISSEMINATION

6. On behalf of Plaintiffs and Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care ("Defendant"), RG/2 Claims provided notice of the proposed Settlement pursuant to the Class Action Fairness Act (the "CAFA Notice"). In particular, on February 24, 2025, RG/2 Claims caused to be served by Federal Express, or Certified Return Receipt Requested First-Class mail, the CAFA Notice, and the documents required under 28 U.S.C. § 1715(b)(1)-(8) to the United

States Attorney General and 56 State and state Attorneys General. A copy of the Notice of Proposed Settlement, excluding its exhibits, is attached hereto as "Exhibit A."

- 7. On or about March 13, 2025, RG/2 Claims received from Defendant's Counsel an electronic file containing the names and known mailing addresses, telephone numbers, and email addresses for the 333,798 individuals identified as Class Members. RG/2 Claims reviewed the electronic file and determined there were 332,038 unique Class Members with valid contact information.
- 8. On March 31, 2025, RG/2 Claims emailed the Summary Notice to the 35,799 Class Members with a valid email address. Of the Summary Notices sent by email, 8,192 Summary Notices could not be delivered via email. RG/2 Claims promptly mailed a Summary Notice to the Class Members with undeliverable email notices.
- 9. On March 31, 2025, RG/2 Claims caused to be served by First Class U.S. Mail the Summary Notice to 296,239 individuals identified as Class Members without a valid email address. A true and correct copy of the Summary Notice is attached hereto as "Exhibit B".
- 10. Prior to mailing the Summary Notice, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class List of 296,239 names and addresses received through the United States Postal Service's ("USPS") National Change of Address database ("NCOA") and updated the data with corrected information.
- 11. Prior to the May 2, 2025, remailing date, the USPS returned 40,269 Summary Notices as undeliverable. Of the Summary Notice returned, 390 included a forwarding address provided by the USPS, and RG/2 Claims promptly mailed a new Summary Notice to those Class Members. For the remaining 39,879 Notices, RG/2 Claims performed extensive skip-trace

procedures and was able to locate updated addresses for 25,666 Class Members. A total of 14,213 Summary Notices remain undeliverable after skip-trace procedures. As of May 2, 2025, less than 5% of the Summary Notices sent have been deemed unsuccessfully delivered.

PRESS RELEASE

- 12. To reach as many Settlement Class Members as possible, RG/2 Claims arranged for the digital Summary Notice to be released on PR Newswire on March 31, 2025. A copy of the PR Newswire press release is attached hereto as **Exhibit "C"**.
 - a. The press release resulted in 377 Exact Match Pick-ups with a Potential Audience of 79,723,079. Exact matches are full text postings of the press release content online and in social media.
 - b. The sources posting the press release were composed of 67.7% Newspapers and 31.3% Broadcast Media. A full list sources that posted the press release and the visibility report is attached as "Exhibit D."

SETTLEMENT WEBSITE

- 13. On or about March 10, 2025, RG/2 Claims made available the Settlement Website at www.azuradatasettlement.com. The website includes the following:
 - a. The "Homepage" contains a summary of the Settlement and advises the Class Members of their rights under the Settlement. A copy of the Homepage is attached hereto as "Exhibit E."
 - b. The "Court Documents" page contains pdf copies of the Consolidated Class Action Complaint, Class Action Settlement Agreement and Release, Motion for Preliminary Approval, Order Granting Preliminary Approval of the Class Action Settlement, Motion for Attorneys' Fees, Litigation Costs and Expenses, and

Service Awards, Memorandum of Law in Support of the Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards, and the Joint Declaration of Counsel in Support of the Motion for Attorneys' Fees, Expenses, and Service Awards.

- c. The "Notice and Claim Form" page contains pdf copies of the Long Form Notice, Claim Form and a link to the online claim filing portal for Settlement Class Members to log in using a Notice ID and Pin to submit the claim electronically.
- d. The "File a Claim" page includes a link to a secure portal where Class Members can log in using a Notice ID and Pin to submit the claim electronically.
- e. The "Contact Us" page contains the contact information of the Settlement Administrator and Class Counsel.
- f. As of June 4, 2025, the settlement website was viewed a total of 15,341 times by 6,968 unique users.

TOLL-FREE NUMBER

14. RG/2 made available and hosted a toll-free number (800)-345-3831 to allow Class Members to learn more about the settlement, ask questions about the Settlement and request to have a Long-Form Notice and Claim Form mailed directly to them. The toll-free number was displayed in the Long-Form Notice, Summary Notice and on the Settlement Website. As of June 10, 2025, RG/2 Claims has received 6,167 calls from Class Members.

SETTLEMENT P.O. BOX

15. RG/2 made available and monitored a settlement mailbox, Post Office Box 59479 in Philadelphia, PA 19102-9479 where Class Members could – and may still – submit hard copy

Claim Forms, requests for Claim Forms, exclusion requests, objections, and other case correspondence.

SETTLEMENT EMAIL INBOX

16. RG/2 established and monitored a settlement inbox, AzuraDataSettlement@rg2claims.com, where Class Member could – and may still – learn more about the settlement, ask questions about the Settlement and request to have a Long-Form Notice and Claim Form mailed directly to them and submit a Claim Form. As of June 10, 2025, RG/2 has received 312 emails from Class Members.

OPT-OUTS & OBJECTIONS

- 17. The Opt-Out Period for this Settlement ended on May 30, 2025. RG/2 received four (4) valid Requests for Exclusion. Attached hereto as "Exhibit F" are a list of all persons with valid Requests for Exclusion.
- 18. The Objection Deadline for this Settlement was May 30, 2025. To date, RG/2 has not received or been notified of any objections to the settlement.

CLAIMS PROCESSING

- 19. To date, RG/2 has received and processed 11,205 Claim Forms resulting in a 3.35% claims rate. Of the claims submitted, 13 Class Members submitted claims for Document Losses Payments and 11,192 Class Members submitted claims for the Pro Rata Cash Fund Payment. The current claims rate is higher than the majority of data breach class action cases RG/2 Claims has handled. The claims rate is likely to increase with 19 days left in the Claims Period. As the deadline to file a claim has not yet passed, the information provided regarding claims submission is subject to change and is not final.
 - 20. Based on the current claim rate and claimed amounts, RG/2 Claims estimates the

Pro Rata Cash Fund Payment will be \$151.89. The claims rate is likely to increase with 19 days left in the Claims Period and as a result the Cash Fund Payment will be reduced if additional claims are received. As the deadline to file a claim has not yet passed, the information provided regarding claims submission is subject to change and is not final.

SETTLEMENT ADMINISTRATION

21. RG/2 Claims has incurred fees and costs associated with the Settlement Administration thus far and will incur additional costs for resolving the deficiencies, distribution, calculating payments, and responding to Class Member inquiries. To date RG/2 Claims has received payment of invoices in the amount of \$153,395 from the Settlement Fund to cover initial costs of the settlement administration. RG/2 anticipates that the total cost for its services through completion of the case will be \$295,932.

CONCLUSION

- 22. Based on the total returned Notices to date and the number of remailed notices, RG/2 Claims believes the Notice Program reached over 90% of Class Members. This reach is consistent with or better than other effective court-approved settlement notice programs and is designed to meet due process requirements. The FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (the "FJC Checklist") considers 70-95% reach among class members to be a "high percentage" and reasonable.
- 23. In my opinion, the Notice Plan implemented in this case was consistent with or better than other effective settlement notice programs. It was the best notice practicable and meets the requirements of due process. It provided the same reach and frequency evidence that courts have approved and that has withstood appellate scrutiny, other expert critiques, as well as collateral review. The Notice Plan and notice documents were consistent with the guidelines set forth in Rule

23, and the FJC Checklist.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES THAT TO THE BEST OF MY KNOWLEDGE THE FOREGOING IS TRUE AND CORRECT.

Executed on June 11, 2025, at Philadelphia, PA.

Jessie Montague

Vessie T. Montague, Declarant

EXHIBIT A

February 24, 2025

Via «Via Mail»

«First» «Last», «Esquire» «Title» «Street_1» «Street2» «City», «State1» «Zip»

Re: Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148-MMR

In the United States District Court for the Eastern District of Pennsylvania Notice of Proposed Settlement

To the Honorable «First» «Last», Esq.:

Pursuant to the Class Action Fairness Act of 2005 (specifically 28 U.S.C.A. § 1715), Defendant, Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care through its vendor, RG/2 Claims Administration LLC, hereby gives notice in the above-captioned matter (the "Action") of the following:

- 1. Pursuant to the requirements under the Class Action Fairness Act of 2005, copies of the following documents are contained on the CD-Rom included herein:
 - a. Exhibit 1: Consolidated Class Action Complaint filed on May 30, 2024;
 - b. Exhibit 2: Plaintiffs' Unopposed Motion for Preliminarily Approval of Class Action Settlement filed on February 14, 2025;
 - Exhibit 3: Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement filed on February 14, 2025;
 - d. Exhibit 4: Class Action Settlement Agreement and Release filed on February 14, 2025:

Ex. A: Claim Form,

Ex. B: [Proposed] Order Granting Final Approval of Class Action Settlement,

Ex. C: [Proposed] Final Judgement,

Ex. D: Long Form Notice,

Case 2:24-cv-01148-MMB

Ex. E: [Proposed] Order Granting Preliminary Approval of Class Action Settlement, and

Filed 06/12/25

Ex. F: Summary Notices.

- e. Exhibit 5: Joint Counsel Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement filed on February 14, 2025;
- Declaration of Jessie T. Montague Regarding Notice Administration Exhibit 6: filed on February 14, 2025;
- [Proposed] Order Granting Preliminary Approval of Class Action Exhibit 7: Settlement filed on February 14, 2025;
- Approximate Class Members Per State of Residency. h. Exhibit 8:
- 2. This matter involves allegations against Defendant Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc. ("Defendant" or "Azura"), relating to an alleged unauthorized data incident and access that occurred between September 27, 2023 and October 9, 2023. An unauthorized third party potentially gained access to Class Members' Personal Information (the "Data Breach"). Personal Information includes names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, drivers' license and state ID numbers, provider identification numbers, insurance policy and guarantor information, diagnosis and treatment information, and other information from patient medical or billing records.
- 3. The Settlement Class includes all natural persons whose Personal Information may have been compromised in the Data Breach disclosed by Azura, including all persons who were sent notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Azura, its subsidiaries, parent companies, successors, predecessors, and any entity in which Azura or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 4. The proposed notice to the Settlement Class explains the proposed settlement and the members' rights to request exclusion from the class action settlement.
- 5. It is not feasible to provide the anticipated gross settlement amount allocations at this time. The amounts recovered by each individual member may vary. Exhibit 8, on the enclosed CD-ROM, provides a table of the Approximate Class Members per State of Residency.
- 6. The Court entered the Order Granting Preliminarily Approval of the Class Action Settlement on February 24, 2025. A Final Approval Hearing is scheduled on June 16, 2025.
- 7. There are no other settlement or other agreements between class counsel and counsel for Defendant pursuant to 28 U.S.C. § 1715(b)(5).
- 8. Finally, there are no relevant written judicial opinions pursuant to 28 U.S.C. § 1715(b)(8).

If you have questions about this notice, the lawsuit, or the enclosed materials, please contact RG/2 Claims Administration LLC at 215-979-1620.

Sincerely,

RG/2 Claims Administration LLC

EXHIBIT B

Court Approved Legal Notice

Gravely, Sr. et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:23-cv-1148 (E.D. Pa.)

A Federal District Court has authorized this Notice.

This is not a solicitation from a lawyer.

www.azuradatasettlement.com 1-800-345-3831

More Information: Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.azuradatasettlement.com or by calling toll free 1-800-345-3831

Azura Vascular Care Data Breach Settlement c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

PRESORTED FIRST-CLASS MAIL U.S. POSTAGE PAID MAG

Requested



Postal Service: Please do not mark barcode

Notice ID: «Notice ID» Pin Code: <<Pin Code>> <<FirstName>><<LastName>>

«Address1» «Address2»

<City>>, <<State>> <<Zip>>>

«Country»

Electronic Service

BLIND PERF DOES NOT PRINT

AZURA VASCULAR CARE DATA BREACH CLAIM FORM



1 4	c_{-1}	E 1	Payment
	i asn	rnna	Payment

Notice ID: «Notice ID» Pin Code: «Pin Code»

«City», «State» «Zip»

«Address1»

«Address2»

«Country»

<<FirstName>> <<LastName>>

Check this box if you wish to receive a Cash Fund Payment. You cannot receive both a Cash Fund Payment
and reimbursement for Documented Losses. If you wish to submit a claim for reimbursement for Documented
Losses, please visit www.azuradatasettlement.com to submit your claim online or to download the full Claim Form
to complete and return by mail.

2.	Select	one of the	following	payment	methods:
_					

	PayPal	Venm	no 🔲 Check
--	--------	------	------------

Please provide the email address or phone number associated with your PayPal or Venmo account:

3. Certification By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature:	Printed Name:	D	ate:

A proposed \$3.15 million Settlement arising out of a Data Breach has been reached with Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc. ("Azura"). Between September 27, 2023, and October 9, 2023, an unauthorized third party potentially gained access to Settlement Class Members' Personal Information (the "Data Breach").

Who is Included? Class Members include all natural persons whose Personal Information may have been compromised in the Data Breach, including all persons who were sent notice of the Data Breach.

What does the Settlement Provide? The Settlement establishes a \$3.15 million Settlement Fund to be used to pay for (1) Documented Loss Payments or pro rata Cash Fund Payments; (2) costs of Notice and Administrative Expenses; (3) Service Awards to the Class Representatives; and (4) Fee Award and Costs. Also, Azura has made changes and enhancements to its data and information security posture, at its expense in addition to the Settlement Fund, which are designed to strengthen Azura's data and information security. Claimants may select one of the following forms of Settlement relief:

- . Documented Loss Payment reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Azura Data Breach (up to \$10,000.00); OR
- Cash Fund Payment a pro rata cash payment, in an amount to be determined consistent with the Settlement. The Cash Fund Payment may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by June 30, 2025, including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at www.azuradatasettlement.com using the Unique Notice ID and Pin on this postcard. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail. You can also request a Claim Form by contacting azuradatasettlement@rg2claims.com.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by May 30, 2025. If you do not exclude yourself, you will release any claims you may have against Azura or the Released Parties (as defined in the Settlement Agreement) related to the Azura Data Breach, as more fully described in the Settlement Agreement available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by May 30 2025.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on June 16, 2025, at 11:00 a.m. before the Honorable Michael M. Baylson of the United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse. 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A to consider: whether to approve the Settlement, Service Awards, Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for those details.

BLIND PERF DOES NOT PRINT



NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

FIRST-CLASS MAIL

PERMIT NO. 36877

POSTAGE WILL BE PAID BY ADDRESSEE

AZURA VASCULAR CARE DATA BREACH SETTLEMENT C/O RG/2 CLAIMS ADMINISTRATION LLC PO BOX 59479 PHILADELPHIA PA 19102-9940

EXHIBIT C

Summary of Court Approved Legal Notice for Azura Vascular Care Data Breach Settlement.



NEWS PROVIDED BY RG/2 CLAIMS ADMINISTRATION LLC → Mar 31, 2025, 10:00 ET

If your Personal Information was potentially accessed as a result of the Data Breach involving Azura

Vascular Care between September 27, 2023, and October 9, 2023, you may be entitled to benefits from a settlement.

The following release was issued by RG/2 Claims Administration LLC, as Settlement Administrator.

PHILADELPHIA, March 31, 2025 /PRNewswire/ -- A proposed \$3.15 million Settlement arising out of a Data Breach has been reached with Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care ("Azura"). Between September 27, 2023, and October 9, 2023, an unauthorized third party potentially gained access to Settlement Class Members' Personal Information (the "Data Breach"). Personal Information could include one or more of the following types of data: names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, drivers' license and state ID numbers, provider identification numbers, insurance policy and guarantor information, diagnosis and treatment information, and other information from patient medical or billing records.

The proposed Settlement may affect your rights. For comprehensive information about the lawsuit and settlement, including the longer notice of Settlement and the Settlement Agreement with the precise terms and conditions of the Settlement, please see **www.azuradatasettlement.com** or call 800-345-3831.

The Settlement Class includes all natural persons whose Personal Information may have been compromised in the Data Breach disclosed by Azura, including all persons who were sent notice of the Data Breach. If you are a Settlement Class Member, you may be able to receive one of the following Settlement Benefits:

- <u>Documented Loss Payment</u>: You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to \$10,000.
- Pro Rata Cash Fund Payment: Instead of selecting a Documented Loss Payment and providing supporting Reasonable Documentation, you may choose to receive a flat cash payment with no documentation. The amount of your Cash Fund Payment depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Azura and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves. The Deadline to file your claim is June 30, 2025. Please see www.azuradatasettlement.com or call 800-345-3831 for a copy of the claim form.

If you do not want to be legally bound by the Settlement, you must exclude yourself by May 30, 2025. This allows you to sue, continue to sue, or be part of another lawsuit against Azura and the Released Parties, for the legal claims this Settlement resolves, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by May 30, 2025.

The Court will hold a Final Approval Hearing on June 16, 2025, at 11:00 a.m. before the Honorable Michael M. Baylson of the United States District Court for the Eastern District of Pennsylvania to consider whether to approve the Settlement, Service Awards, Fee Award and Costs, as well as any objections. This hearing date may change; see www.azuradatasettlement.com

SOURCE: Settlement Administrator, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, Telephone 800-345-3831, Facsimile 215-827-5551, Settlement,

AzuraDataSettlement@rg2claims.com.

SOURCE RG/2 CLAIMS ADMINISTRATION LLC

EXHIBIT D

Summary of Court Approved Legal Notice for Azura Vascular Care Data Breach Settlement.

English PR Newswire D 4393288-1 Clear Time Mar 31, 2025 10 00 AM ET View Release •

Pickup

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TOP EXACT MATCH PICKUP

BENZINGA Benzinga 6.3M visi ors/mon h 1

Morningstar
4.6M visi ors/mon h 1

KTLA [Los Ang...

4M visi ors/mon h 1

PR Newswire
3.8M visi ors/mon h 1

WJW-TV FOX-8 ... 2.7M visi ors/mon h ¹

WGN [Chicago,... 1.9M visi ors/mon h 1

KRON [San Fra... 1.7M visi ors/mon h 1

FOX 59 WXIN-TV FOX-5...
1.6M visi ors/mon h 1

FOX31 2 (MORADO) KDVR [Denver,...
1.5M visi ors/mon h 1

WPIX-TV CW-11...

1.4M visi ors/mon h ¹

News Channel WFLA [Tampa, FL] 1.4M visi ors/mon h ¹

WHTM [Harrisb...
1.4M visi ors/mon h 1

KTVI-TV FOX-2... 1.4M visi ors/mon h ¹

KXAN-TV NBC-3...
1.4M visi ors/mon h 1

WGHP [Greensb...
1.4M visi ors/mon h 1

THE DATA CITED HERE BY SIMILARWEB REPRESENTS SITE TRAFFIC DATA OF WORLDWIDE UNIQUE VISITORS ON DESKTOP AND MOBILE DEVICES. DATA IS UPDATED

MONTHLY.



Views & Engagement data will continue to mature over time. Totals below are expected to have reached 98% maturity when the circles below are darker in color.

34

1,124

CLICK- HROUGHS

RELEASE VIEWS

Multimedia Views



296 Views



997

O AL AP OU LE S DIS RIBU ED

TOP AP OUTLETS

C-SPAN

86.2M Visi ors/Mon h Washing on, DC

Scribd, Inc.

43.5M Visi ors/Mon h San Francisco, CA

FoxNews.com

32.5M Visi ors/Mon h New York, NY

CBS News Radio

30M Visi ors/Mon h New York, NY

New York Time...

29.9M Visi ors/Mon h

New York, NY

Apple Inc.

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29.7M Visi ors/Mon h Cuper ino, CA

CNBC.com

26.1M Visi ors/Mon h Englewood Cli s, NJ

CBSnews.com

26.1M Visi ors/Mon h New York, NY

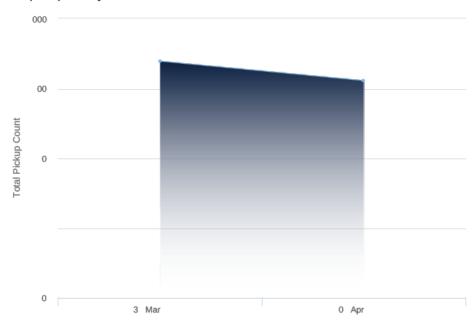
Pickup

Overview

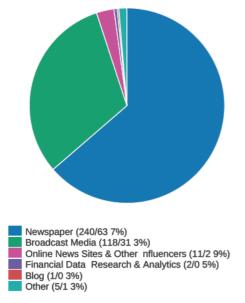


Total Pickup Over Time

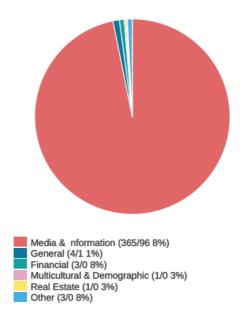
Tota p ckup s nce your content was d str buted



Total Pickup by Source Type



Total Pickup by Industry



Exact Match Pickup

Exact matches are full text postings of your content which we have found in the online and social media that we monitor. Understand how it is calculated.

Total Exact Matches: 377

Total Potential Audience: 79,723,079

.ogo	Outlet Name	Location	Source ype	ndustry	Potenti Audiend
BENZINGA	Benzinga Online □ V ew Re ease	United States	Online News Sites & Other n luencers	Financial	6 304 255 visitors/mon
A RNINGSTAR"	Morningstar Online □ V ew Re ease	Global	Financial Data Research & Analytics	Financial	4 557 846 visitors/mon
TLA 5 LA'S VERY OWN	K LA [Los Angeles CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	4 043 869 visitors/mon
R Newswire	PR Newswire Online □ V ew Re ease	Global	PR Newswire	Media & n ormation	3 787 415 visitors/mon
FOX 8	WJW- V FOX-8 [Cleveland OH Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	2 668 069 visitors/mon
HICAGO'S VERY OWN	WGN [Chicago L Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 877 977 visitors/mon
KRON	KRON [San Francisco CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 691 228 visitors/mon
OX 59	WX N- V FOX-59 [ndianapolis N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 623 528 visitors/mon
OX31 2 (OLORADO'S	KDVR [Denver CO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 540 225 visitors/mon
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NEWS	WH M [Harrisburg PA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 406 531 visitors/mon
KPLR	K V- V FOX-2 [St Louis MO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 397 104 visitors/mon
(XQn	KXAN- V NBC-36 [Austin X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 382 217 visitors/mon
FOX 8	WGHP [Greensboro NC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 353 763 visitors/mor
	WDAF [Kansas City MO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 325 181 visitors/mor

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WOOD SHAND BLOTH BOLLAND SALLANDOO	WOOD [Grand Rapids M Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 282 436 ^{[1} visitors/month
NEWS 8 wtnh.com	W NH [New Haven C Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 158 089 [1 visitors/month
ONYOURSDE WAVY.com	WAVY- V NBC-10 [Portsmouth VA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 157 771 ^{[1} visitors/month
®NEWS	WR C [Richmond VA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 132 440 ^{[1} visitors/month
WKRN COM	WKRN [Nashville N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 054 730 ^{[1} visitors/month
NBC41.com	WCMH [Columbus OH Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 051 463 ^{[1} visitors/month
WATCHING OUT FOR YOU	KO N- V CBS-6 [Portland OR Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 041 996 ^{[1} visitors/month
80 NEWS NOW	KLAS- V CBS-8 [Las Vegas NV Online	United States	Broadcast Media	Media & n ormation	1 031 779 [¹ visitors/month
OKLAHOMAS NEWS	KFOR [Oklahoma City OK Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	968 683 ^{[1} visitors/month
FOX 5	KSWB [San Diego CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	952 523 [1 visitors/month
сом	K VX [Salt Lake City U Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	899 512 ^{[1} visitors/month
WWLP.com	WWLP- V NBC-22 [Spring ield MA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	865 983 [1 visitors/month
CBS17.COM	WNCN [Raleigh NC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	788 588 ^{[1} visitors/month
<u>⊌</u>KGET.com	KGE [Bakers ield CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	739 039 [1 visitors/month
KSN COM	KSNW [Wichita KS Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	726 121 ^{[1} visitors/month
NEWS YOUR LOCAL NEWS LEADER	W EN/ WXXA- V [Albany NY Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	693 447 [¹ visitors/month
LOCAL REPORTING YOU CAN TRUST	KRQE [Albuquerque NM Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	668 295 ^{[1} visitors/month
ksnt.com WORKING FOR YOU	KSN - VNBC-27 [opeka KS Online	United States	Broadcast Media	Media & n ormation	666 725 [1 visitors/month
WPRI.COM	WPR MNAC [Providence R Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	660 885 ^{[1} visitors/month

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Case 2.24-CV-U1140-IVIIVID	Document 41-2	FIIEU 00/12/25	Paye 21 01 03

	Case 2:24-cv-01148-MMB	Document 41-2	2 Filed 06/12/25	Page 27 of	03
NEWS3 WREG@MEMPHIS	WREG [Memphis N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	645 282 ^{[1} visitors/month
channel wjhl	WJHL- V/ABC ri-Cities [Johnson City N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	639 653 [1 visitors/month
Good WAT E.com	WA E [Knoxville N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	599 466 ^{[1} visitors/month
wane.com	WANE [Fort Wayne N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	574 019 [1 visitors/month
ROCHESTER FIRST.COM	WROC/WUHF/WZDX [Rochester NY Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	513 916 ^{[1} visitors/month
WKBN 27	WKBN- V CBS-27 [Youngstown OH Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	507 500 [1 visitors/month
The Bu alo News, Bu alo, New York	he Bu alo News Bu alo New York Online Vew Re ease	United States	Newspaper	Media & n ormation	480 900 [1 visitors/month
Channel 6	WJBF [Augusta GA Online	United States	Broadcast Media	Media & n ormation	476 514 ^{[1} visitors/month
Kelo KEIOLAND SEOU	KELO [Sioux Falls SD Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	473 335 [1 visitors/month
ARK. com	KARK- V NBC-4 [Little Rock AR Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	466 694 [1 visitors/month
WASHINGTON'S CLU	WDVM- V ND-25 [Washington DC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	453 675 [1 visitors/month
WTRF	W RF [Wheeling WV Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	453 637 [1 visitors/month
NEWS 10	WHN [Huntsville AL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	451 555 [1 visitors/month
WIVB 4	W VB [Bu alo NY Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	445 245 [1 visitors/month
NEWS 50	WKRG [Mobile AL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	437 523 [1 visitors/month
LOCAL SYR.com	WSYR- V ABC-9 NewsChannel [Syracuse NY Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	431 086 [1 visitors/month
OCBS 42	WA [Birmingham AL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	429 398 [1 visitors/month
khon 2 working for Hawaii	KHON [Honolulu H Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	426 377 ^{[1} visitors/month
WVNews	WV News [Clarksburg WV Online ▼ V ew Re ease	United States	Newspaper	Media & n ormation	389 196 ^{[1} visitors/month

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WHO IS	WHO- V NBC-13 [Des Moines A Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	387 344 [1 visitors/month
UEENCITYNEWS	WJZY- V FOX-46 [Charlotte NC Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	383 322 [1 visitors/month
12WBOY	WBOY [Clarksburg WV Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	382 218 ^{[1} visitors/month
FOX 40	K XL [Sacramento CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	382 049 [1 visitors/month
NEWS WSPA.COM	WSPAWYCW [Spartanburg SC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	359 494 [¹ visitors/month
OWTAJ Catalilana	W AJ [Altoona PA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	348 141 ^{[1} visitors/month
WCIA.com	WC A- V CBS 3 [Champaign L Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	344 650 ^{[1} visitors/month
012 WJTV NEWS FOCUSED ON YOU	WJ V- V CBS-12 [Jackson MS Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	340 178 ^{[1} visitors/month
Pla homepage	WBRE/WYOU [Wilkes-Barre PA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	335 099 ^{[1} visitors/month
GreenBay.com	WFRV [Green Bay W Online	United States	Broadcast Media	Media & n ormation	334 328 [1 visitors/month
NEWS wdtn.com	WD N/WBD [Dayton OH Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	319 417 ^{[1} visitors/month
Inside Nova, Fair ax, Virginia	nside Nova Fair ax Virginia Online Vew Re ease	United States	Newspaper	Media & n ormation	316 823 [1 visitors/month
Mews mystatelinecom	WQRF/W VO [Rock ord L Online	United States	Broadcast Media	Media & n ormation	306 688 ^{[1} visitors/month
KTSM.com	K SM [El Paso X Online 및 V ew Re ease	United States	Broadcast Media	Media & n ormation	283 787 ^{[1} visitors/month
your centralvalley.com	KSEE/KGPE [Fresno CA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	270 698 ^{[1} visitors/month
WNCT SIDE	WNC [Greenville NC Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	250 838 ^{[1} visitors/month
WLNS .com	WLNS- V CBS-6 [Lansing M Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	245 917 ^{[1} visitors/month
News 2	WCBD- V NBC-2 [Charleston SC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	241 488 ^{[1} visitors/month
FOX NEWS NOW	KXRM [Colorado Springs CO Online	United States	Broadcast Media	Media & n ormation	235 920 ^{[1} visitors/month

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The Daily Gazette, Schenectady, New York	he Daily Gazette Schenectady New York Online V ew Re ease	United States	Newspaper	Media & n ormation	234 125 ^{[1} visitors/month
Concho Valley	KLS /KSAN [San Angelo X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	230 194 ^{[1} visitors/month
News 13 Coverage You Can Count On.	WB W [Myrtle Beach SC Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	228 981 [1 visitors/month
KLFY.com ()	KLFY [La ayette LA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	213 319 ^{[1} visitors/month
The Times o Northwest Indiana, Munster, Indiana	he imes o Northwest ndiana Munster ndiana Online V ew Re ease	United States	Newspaper	Media & n ormation	209 934 ^{[1} visitors/month
FOX 5 6	WDKY- V FOX-56 [Lexington KY Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	207 188 ^{[1} visitors/month
ValleyCentral.com	KVEO- V CBS-4 [Harlingen X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	205 394 ^{[1} visitors/month
13 NEWS	WOWK- V CBS-13 [Charleston WV Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	199 543 ^{[1} visitors/month
KNWA FOX 24	KNWA/KF A [Fayetteville AR Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	187 369 ^{[1} visitors/month
MY TWIN TIERS.COM	WE M- V NBC-18 [Elmira NY Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	183 906 ^{[1} visitors/month
CIPROUD	WMBD- V CBS 31 / WYZZ- V FOX 43 [Peoria L Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	180 685 ^{[1} visitors/month
WSAV.com On Your Side	WSAV [Savannah GA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	178 847 ^{[1} visitors/month
EW39	K AH [Houston X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	158 122 ^{[1} visitors/month
everything Lubbock	KAMC/KLBK Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	153 214 [¹ visitors/month
YourErie	WJE - V ABC-24 / WFXP- V FOX-44 [Erie PA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	151 929 ^{[1} visitors/month
KETK	KE K- V FOX-51 [yler X Online	United States	Broadcast Media	Media & n ormation	149 850 [1 visitors/month
QuadCities	QuadCities WHBF- V CBS-4 / KLJB- V FOX-18 [Roo Online □ V ew Re ease	ck sland L United States	Broadcast Media	Media & n ormation	137 019 ^{[1} visitors/month
WFXR	WFXR [Roanoke VA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	136 476 ^{[1} visitors/month
OCBS FO	WVNS [Beckley WV Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	135 888 ^{[1} visitors/month

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WGNO ON NEW ORLEANS' VERY OWN	WGNO [New Orleans LA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	135 855 ^{[1} visitors/month
OZARKSFIRST .com	KOLR/KOZL [Spring ield MO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	128 002 [1 visitors/month
BIG COUNTRY HOMEPHOE REET	K AB/KRBC [Abilene X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	121 724 [1 visitors/month
THE SUN CHRONICLE	he Sun Chronicle [North Attleboro MA Online □ V ew Re ease	United States	Newspaper	Media & n ormation	119 314 [1 visitors/month
wrbkcom	WRBL [Columbus GA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	117 955 ^{[1} visitors/month
YOUR NEWS 04	W V[ndianapolis N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	115 466 [1 visitors/month
PANHANDLE COM	WMBB- V ABC-13 [Panama City FL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	111 469 ^{[1} visitors/month
NEWS PUTTING NORTH DAKOTA FIRS	KXMA/KXMB [Bismark ND Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	109 707 [¹ visitors/month
FOXI6.com	KLR - V FOX-16 [Little Rock AR Online V ew Re ease	United States	Broadcast Media	Media & n ormation	107 392 ^{[1} visitors/month
NEWS 25.	WEH /W VW [Evansville N Online V ew Re ease	United States	Broadcast Media	Media & n ormation	103 377 ^{[1} visitors/month
KSN4 fourstees 12	KSNF/KODE [Joplin MO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	102 490 ^{[1} visitors/month
BINGHAMTON homepage	WBGH/W V [Binghamton NY Online	United States	Broadcast Media	Media & n ormation	97 007 [1 visitors/month
Texoma's homepage.com	KFDX- V NBC-3 / KJ L- V FOX-18 [Wichita Falls X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	96 964 ^{[1} visitors/month
Rome Sentinel, Rome, New York	Rome Sentinel Rome New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	95 746 ^{[1} visitors/month
SKTAL news.com	K AL- V NBC-6 [Shreveport LA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	88 572 ^{[1} visitors/month
SIOUXLAND Proud	KCAU- V ABC-9 Siouxland Proud [Sioux City A Online V ew Re ease	United States	Broadcast Media	Media & n ormation	86 613 ^{[1} visitors/month
Myhighplainscom	Myhighplains Online	United States	Broadcast Media	Media & n ormation	85 206 [1 visitors/month
walleycom	W WO- V NBC-2/WAWV- V ABC-38 MyWabashVall Haute N Online □ V ew Re ease	ey [erre United States	Broadcast Media	Media & n ormation	82 594 ^{[1} visitors/month
FOX 44 NEWS.com	KWK - V FOX-44 / KYLE- V MyNetwork V [Woodwa Online □ V ew Re ease	ay X United States	Broadcast Media	Media & n ormation	79 838 [1 visitors/month

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Western Slope Now	KREX/KFQX/KGJ [Grand Junction CO Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	75 929 ^{[1} visitors/month
Finger Lakes Times, Geneva, New York	Finger Lakes imes Geneva New York Online V ew Re ease	United States	Newspaper	Media & n ormation	75 083 [1 visitors/month
PHL17 PHL	WPHL [Philadelphia PA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	74 601 ^{[1} visitors/month
Olean Times Herald, Olean, New York	Olean imes Herald Olean New York Online V ew Re ease	United States	Newspaper	Media & n ormation	70 685 ^{[1} visitors/month
Olean Times Herald, Olean, New York	Olean imes Herald Olean New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	70 685 ^{[1} visitors/month
WDHN FOR THE WIREGRASS	WDHN- V ABC [Webb AL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	70 164 ^{[1} visitors/month
The Citizen, Auburn, New York	he Citizen Auburn New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	68 410 ^{[1} visitors/month
Times Argus, Barre, Vermont	imes Argus Barre Vermont Online □ V ew Re ease	United States	Newspaper	Media & n ormation	64 501 [1 visitors/month
Your Basin	KM D/KPEJ [Odessa X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	63 876 [1 visitors/month
The Greeneville Sun, Greeneville, Tennessee	he Greeneville Sun Greeneville ennessee Online Vew Re ease	United States	Newspaper	Media & n ormation	63 249 [1 visitors/month
Salisbury Post	Salisbury Post Online □ V ew Re ease	United States	Newspaper	Media & n ormation	62 346 ^{[1} visitors/month
The Post-Star, Glens Falls, New York	he Post-Star Glens Falls New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	59 329 [1 visitors/month
Loudoun Now, Leesburg, Virginia	Loudoun Now Leesburg Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	57 982 ^{[1} visitors/month
SHELDY COUNTY REPORTER	Shelby County Reporter Online □ V ew Re ease	United States	Newspaper	Media & n ormation	54 274 ^{[1} visitors/month
Rutland Herald, Rutland, Vermont	Rutland Herald Rutland Vermont Online □ V ew Re ease	United States	Newspaper	Media & n ormation	53 243 ^{[1} visitors/month
Daily News	LaGrange Daily News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	51 386 ^{[1} visitors/month
Tribune	Albert Lea ribune [Albert Lea MN Online □ V ew Re ease	United States	Newspaper	Media & n ormation	50 470 ^{[1} visitors/month
my arklamiss com	KARD/K VE [West Monroe LA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	49 780 [1 visitors/month
Watauga Democrat, Boone, North Carolina	Watauga Democrat Boone North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	49 123 [1 visitors/month
Times-Herald, Newnan, Georgia	imes-Herald Newnan Georgia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	48 181 ^{[1} visitors/month

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CW33 goodfun	KDAF- V CW-33 [Dallas X Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	47 549 [1 visitors/month
The Times and Demcrat [Orangeburg, SC]	he imes and Demorat [Orangeburg SC Online Vew Reease	United States	Newspaper	Media & n ormation	45 842 [1 visitors/month
Suffolk News-Herald	he Su olk News-Herald Online □ V ew Re ease	United States	Newspaper	Media & n ormation	42 565 [¹ visitors/month
The Democrat	Natchez Democrat Online □ V ew Re ease	United States	Newspaper	Media & n ormation	42 372 ^{[1} visitors/month
myChamplainValley	WFFF- V FOX 44 / WVNY- V ABC-22 [Colchester V Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	41 193 ^{[1} visitors/month
The Dispatch, Lexington, North Carolina	he Dispatch Lexington North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	41 020 [1 visitors/month
The Journal Gazette, Fort Wayne, Indiana	he Journal Gazette Fort Wayne ndiana Online V ew Re ease	United States	Newspaper	Media & n ormation	40 443 ^{[1} visitors/month
Southern Maryland News, Prince Frederick, Maryland	Southern Maryland News Prince Frederick Maryland Online Vew Reease	United States	Newspaper	Media & n ormation	39 197 ^{[1} visitors/month
Queens Chronicle, Queens, New York	Queens Chronicle Queens New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	37 393 ^{[1} visitors/month
The Madison Courier, Madison, Indiana	he Madison Courier Madison ndiana Online □ V ew Re ease	United States	Newspaper	Media & n ormation	36 761 ^{[1} visitors/month
The News-Item, Shamokin, Pennsylvania	he News- tem Shamokin Pennsylvania Online □ V ew Re ease	United States	Newspaper	Media & n ormation	36 287 ^{[1} visitors/month
NFSM/NY.com	WW - V ABC-50 [Watertown NY Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	36 089 [1 visitors/month
The Gazette, Gastonia, North Carolina	he Gazette Gastonia North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	35 777 ^{[1} visitors/month
Gettysburg Times, Gettysburg, Pennsylvania	Gettysburg imes Gettysburg Pennsylvania Online ✓ V ew Re ease	United States	Newspaper	Media & n ormation	33 434 ^{[1} visitors/month
Leader Publications	Leader Publications Online □ V ew Re ease	United States	Newspaper	Media & n ormation	33 179 ^{[1} visitors/month
The News ≡	Port Arthur News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	32 607 ^{[1} visitors/month
The Sentinel, Carlisle, Pennsylvania	he Sentinel Carlisle Pennsylvania Online	United States	Newspaper	Media & n ormation	32 560 ^{[1} visitors/month
American Press	American Press Online □ V ew Re ease	United States	Newspaper	Media & n ormation	32 306 ^{[1} visitors/month
The Courier- Express, DuBois, Pennsylvania	he Courier-Express DuBois Pennsylvania Online □ V ew Re ease	United States	Newspaper	Media & n ormation	32 064 ^{[1} visitors/month

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Grants Pass Daily Courier, Grants Pass, Oregon	Grants Pass Daily Courier Grants Pass Oregon Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	30 601 ^{[1} visitors/month
The Daily News, Jacksonville, North Carolina	he Daily News Jacksonville North Carolina Online	United States	Newspaper	Media & n ormation	30 296 ^{[1} visitors/month
The Daily Times, Maryville, Tennessee	he Daily imes Maryville ennessee Online Vew Re ease	United States	Newspaper	Media & n ormation	30 093 ^{[1} visitors/month
The Daily Review, Towanda, Pennsylvania	he Daily Review owanda Pennsylvania Online	United States	Newspaper	Media & n ormation	28 749 ^{[1} visitors/month
The Hicksburg Post.	he Vicksburg Post Online □ V ew Re ease	United States	Newspaper	Media & n ormation	28 451 ^{[1} visitors/month
The Brad ord Era, Brad ord, Pennsylvania	he Brad ord Era Brad ord Pennsylvania Online	United States	Newspaper	Media & n ormation	28 423 ^{[1} visitors/month
Cecil Daily, Elkton, Maryland	Cecil Daily Elkton Maryland Online V ew Re ease	United States	Newspaper	Media & n ormation	27 898 ^{[1} visitors/month
The News- Graphic, Georgetown, Kentucky	he News-Graphic Georgetown Kentucky Online Vew Re ease	United States	Newspaper	Media & n ormation	27 369 ^{[1} visitors/month
Herald-Citizen, Cookeville, Tennessee	Herald-Citizen Cookeville ennessee Online	United States	Newspaper	Media & n ormation	27 339 ^{[1} visitors/month
WKBN 27	WY V- V ABC-33 [Youngstown OH Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	24 987 ^{[1} visitors/month
Tioga Publishing, Wellsboro, Pennsylvania	ioga Publishing Wellsboro Pennsylvania Online	United States	Newspaper	Media & n ormation	24 867 ^{[1} visitors/month
DAILY LEADER	Daily Leader Online □ V ew Re ease	United States	Newspaper	Media & n ormation	24 845 [1 visitors/month
Tribune.com	ronton ribune Online □ V ew Re ease	United States	Newspaper	Media & n ormation	24 844 ^{[1} visitors/month
The Farmville Herald	he Farmville Herald Online □ V ew Re ease	United States	Newspaper	Media & n ormation	24 186 ^{[1} visitors/month
THE OXFORD EAGLE	he Ox ord Eagle Online	United States	Newspaper	Media & n ormation	24 126 ^{[1} visitors/month
The New Britain Herald, New Britain, Connecticut	he New Britain Herald New Britain Connecticut Online Vew Re ease	United States	Newspaper	Media & n ormation	23 956 ^{[1} visitors/month
The Paris Post- Intelligencer, Paris, Tennessee	he Paris Post- ntelligencer Paris ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	23 478 ^{[1} visitors/month
The Daily Record, Dunn, North Carolina	he Daily Record Dunn North Carolina Online Vew Re ease	United States	Newspaper	Media & n ormation	23 237 ^{[1} visitors/month
WI Proud	WLAX- V FOX 28/45 [La Crosse W Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	22 825 ^{[1} visitors/month

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The Windester Sun	Winchester Sun Online □ V ew Re ease	United States	Newspaper	Media & n ormation	22 441 ^{[1} visitors/month
The Daily News, Huntingdon, Pennsylvania	he Daily News Huntingdon Pennsylvania Online Vew Reease	United States	Newspaper	Media & n ormation	21 682 ^{[1} visitors/month
troymessenger.com	he roy Messenger Online	United States	Newspaper	Media & n ormation	21 380 ^{[1} visitors/month
Elizabethton Star	Elizabethton Star Online □ V ew Re ease	United States	Newspaper	Media & n ormation	20 985 ^{[1} visitors/month
Sun Journal, New Bern, North Carolina	Sun Journal New Bern North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	20 647 [1 visitors/month
The Progress News, Clear ield, Pennsylvania	he Progress News Clear ield Pennsylvania Online □ V ew Re ease	United States	Newspaper	Media & n ormation	19 603 ^{[1} visitors/month
The Progress News, Clear ield, Pennsylvania	he Progress News Clear ield Pennsylvania Online V ew Re ease	United States	Newspaper	Media & n ormation	19 603 ^{[1} visitors/month
The Courier- Tribune, Asheboro, North Carolina	he Courier- ribune Asheboro North Carolina Online V ew Re ease	United States	Newspaper	Media & n ormation	19 408 ^{[1} visitors/month
Oswego County News Now, Oswego County, New York	Oswego County News Now Oswego County New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	19 386 ^{[1} visitors/month
ATHEORSTAND THES	he Coastland imes Online □ V ew Re ease	United States	Newspaper	Media & n ormation	19 264 ^{[1} visitors/month
CNY homepage.com	CNYhomepage Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	19 114 ^{[1} visitors/month
Herald	Austin Daily Herald Online □ V ew Re ease	United States	Newspaper	Media & n ormation	18 203 ^{[1} visitors/month
Star-News	he Andalusia Star-News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	17 663 ^{[1} visitors/month
The Mount Airy News, Mount Airy, North Carolina	he Mount Airy News Mount Airy North Carolina Online V ew Re ease	United States	Newspaper	Media & n ormation	17 554 ^{[1} visitors/month
Chatham Star- Tribune, Chatham, Virginia	Chatham Star- ribune Chatham Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	16 937 ^{[1} visitors/month
TheStanly/Vensa/Press	he Stanly News & Press Online Vew Re ease	United States	Newspaper	Media & n ormation	16 250 ^{[1} visitors/month
The Daily Tribune, Cartersville, Georgia	he Daily ribune Cartersville Georgia Online V ew Re ease	United States	Newspaper	Media & n ormation	16 129 ^{[1} visitors/month
Moulton Advertiser, Moulton, AL	Moulton Advertiser Moulton AL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	15 744 [¹ visitors/month
The Advocale-Messenger	he Advocate-Messenger Online □ V ew Re ease	United States	Newspaper	Media & n ormation	15 214 ^{[1} visitors/month

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Cleveland Daily Banner, Cleveland, Tennessee	Cleveland Daily Banner Cleveland ennessee Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	15 094 [1 visitors/month
The Stokes News, King, North Carolina	he Stokes News King North Carolina Online Vew Re ease	United States	Newspaper	Media & n ormation	14 872 ^{[1} visitors/month
SMITHFIELD TIMES	Smith ield imes Online □ V ew Re ease	United States	Newspaper	Media & n ormation	14 818 ^{[1} visitors/month
The Corry Journal, Corry, Pennsylvania	he Corry Journal Corry Pennsylvania Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	14 701 [1 visitors/month
OBSERVATEUR	L'Observateur Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	14 515 ^{[1} visitors/month
The Cimes-Arms	Valley imes-News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	14 510 ^{[1} visitors/month
The Newport Plain Talk, Newport, Tennessee	he Newport Plain alk Newport ennessee Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	14 459 ^{[1} visitors/month
The Chronicle, Centralia, Washington	he Chronicle Centralia Washington Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	14 273 ^{[1} visitors/month
Picayune Item	Picayune tem Online □ V ew Re ease	United States	Newspaper	Media & n ormation	14 135 ^{[1} visitors/month
Tryon Daily Bulletin	he ryon Daily Bulletin Online □ V ew Re ease	United States	Newspaper	Media & n ormation	13 654 ^{[1} visitors/month
The Rogersville Review, Rogersville, Tennessee	he Rogersville Review Rogersville ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	13 119 ^{[1} visitors/month
The Record- Argus, Greenville, Pennsylvania	he Record-Argus Greenville Pennsylvania Online V ew Re ease	United States	Newspaper	Media & n ormation	13 091 ^{[1} visitors/month
DAVIE COUNTY ENTERPRISE RECORD	Davie County Enterprise Record Online □ V ew Re ease	United States	Newspaper	Media & n ormation	12 856 ^{[1} visitors/month
Courier- Tribune, Asheboro, North Carolina	Courier- ribune Asheboro North Carolina Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	12 667 ^{[1} visitors/month
DAILY NEWS	Washington Daily News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	12 602 [1 visitors/month
Americus Times-Recorder	Americus imes-Recorder Online □ V ew Re ease	United States	Newspaper	Media & n ormation	12 448 ^{[1} visitors/month
CenLA Now To	WN Z [Alexandria LA Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	12 210 ^{[1} visitors/month
Emporia ndependent Messenger, Emporia, Virginia	Emporia ndependent Messenger Emporia Virginia Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	12 197 ^{[1} visitors/month
The Post Searthlight	he Post-Searchlight Online □ V ew Re ease	United States	Newspaper	Media & n ormation	12 089 ^{[1} visitors/month

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THE WETUMPKA HERALD	he Wetumpka Herald Online V ew Re ease	United States	Newspaper	Media & n ormation	11 807 ^{[1} visitors/month
Morning Times, Sayre, Pennsylvania	Morning imes Sayre Pennsylvania Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	11 684 ^{[1} visitors/month
Ashe Post & Times, Je erson, North Carolina	Ashe Post & imes Je erson North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 630 ^{[1} visitors/month
Selma Times: Journal	he Selma imes-Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 571 ^{[1} visitors/month
State Iournal	he State Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 445 ^{[1} visitors/month
The Cidewater Aews	he idewater News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 443 ^{[1} visitors/month
Black Belt News Network, Alabama	Black Belt News Network Alabama Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 439 ^{[1} visitors/month
Upstate Today, Seneca, South Carolina	Upstate oday Seneca South Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	11 322 ^{[1} visitors/month
The Bryan Times, Bryan, Ohio	he Bryan imes Bryan Ohio Online □ V ew Re ease	United States	Newspaper	Media & n ormation	10 770 ^{[1} visitors/month
Advertiser	he Clanton Advertiser Online □ V ew Re ease	United States	Newspaper	Media & n ormation	10 484 ^{[1} visitors/month
Le Lézard	Le Lezard Online □ V ew Re ease	Canada	Online News Sites & Other n luencers	Media & n ormation	9 601 ^{[1} visitors/month
Leader Times, Kittanning, Pennsylvania	Leader imes Kittanning Pennsylvania Online ✓ ew Re ease	United States	Newspaper	Media & n ormation	9 539 [¹ visitors/month
The Bristol Press, Bristol, Connecticut	he Bristol Press Bristol Connecticut Online □ V ew Re ease	United States	Newspaper	Media & n ormation	9 436 [¹ visitors/month
Outlook apont outs to sale with an 191	Alexander City Outlook Online V ew Re ease	United States	Newspaper	Media & n ormation	9 342 [1 visitors/month
Warren Record, Warrenton, North Carolina	Warren Record Warrenton North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	9 251 ^{[1} visitors/month
The Greenville Advocate	he Greenville Advocate Online □ V ew Re ease	United States	Newspaper	Media & n ormation	9 114 ^{[1} visitors/month
Appalachian News-Express, Pikeville, Kentucky	Appalachian News-Express Pikeville Kentucky Online	United States	Newspaper	Media & n ormation	9 074 ^{[1} visitors/month
News-Herald.com	he Roanoke Chowan News Herald Online □ V ew Re ease	United States	Newspaper	Media & n ormation	8 878 ^{[1} visitors/month
Kinston Free Press, Kinston, North Carolina	Kinston Free Press Kinston North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	8 796 ^{[1} visitors/month
Atmore Advance	he Atmore Advance Online □ V ew Re ease	United States	Newspaper	Media & n ormation	8 669 [1 visitors/month

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Northwest Signal, Napoleon, Ohio	Northwest Signal Napoleon Ohio Online □ V ew Re ease	United States	Newspaper	Media & n ormation	8 341 ^{[1} visitors/month
credit <mark>risk</mark> monitor	CreditRiskMonitor Online □ V ew Re ease	United States	Financial Data Research & Analytics	Financial	8 107 ^{[1} visitors/month
News o orange	News o orange Online □ V ew Re ease				7 888 ^{[1} visitors/month
Ship Inc., Ocean City, Maryland	Ship nc Ocean City Maryland Online □ V ew Re ease	United States	Newspaper	Media & n ormation	7 772 ^{[1} visitors/month
Mountain Eagle, Jasper AL	Mountain Eagle Jasper AL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	7 500 ^{[1} visitors/month
The McDu ie Progress, Thomson, Georgia	he McDu ie Progress homson Georgia Online	United States	Newspaper	Media & n ormation	7 096 [¹ visitors/month
The Times- News, Hendersonville, North Carolina	he imes-News Hendersonville North Carolina Online V ew Re ease	United States	Newspaper	Media & n ormation	7 035 ^{[1} visitors/month
The Paintsville Herald, Paintsville, Kentucky	he Paintsville Herald Paintsville Kentucky Online V ew Re ease	United States	Newspaper	Media & n ormation	6 879 ^{[1} visitors/month
CORDELE DISPATCH	Cordele Dispatch Online □ V ew Re ease	United States	Newspaper	Media & n ormation	6 591 [¹ visitors/month
Yadkin Ripple, Yadkinville, North Carolina	Yadkin Ripple Yadkinville North Carolina Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	6 483 ^{[1} visitors/month
Fayette News, Fayetteville, Georgia	Fayette News Fayetteville Georgia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	6 463 ^{[1} visitors/month
Interior Journal	he nterior Journal Online V ew Re ease	United States	Newspaper	Media & n ormation	6 361 ^{[1} visitors/month
Times Virginian, Appomattox, Virginia	imes Virginian Appomattox Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	6 202 ^{[1} visitors/month
LEADER	Orange Leader Online □ V ew Re ease	United States	Newspaper	Media & n ormation	5 958 ^{[1} visitors/month
brewtonstandard.com East Escumbia Coumbs online news source	he Brewton Standard Online □ V ew Re ease	United States	Newspaper	Media & n ormation	5 866 [1 visitors/month
Avery Journal- Times, Newland, North Carolina	Avery Journal- imes Newland North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	5 641 ^{[1} visitors/month
Sangri Times	Sangri imes Online ✓ V ew Re ease	ndia	Online News Sites & Other n luencers	General	5 561 ^{[1} visitors/month
Journal	Luverne Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	5 337 [1 visitors/month
Massachusetts Nonpro it Network, Boston, Massachusetts	Massachusetts Nonpro it Network Boston Massachu Online □ V ew Re ease	usetts United States	Newspaper	Media & n ormation	5 238 ^{[1} visitors/month

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Prime Publishers, Waterbury, Connecticut	Prime Publishers Waterbury Connecticut Online □ V ew Re ease	United States	Newspaper	Media & n ormation	5 121 ^{[1} visitors/month
The News- Herald, Corbin, Kentucky	he News-Herald Corbin Kentucky Online V ew Re ease	United States	Newspaper	Media & n ormation	5 095 ^{[1} visitors/month
The Carroll News, Hillsville, Virginia	he Carroll News Hillsville Virginia Online Vew Re ease	United States	Newspaper	Media & n ormation	5 040 ^{[1} visitors/month
LATIN! BIZ\$	Latin Business oday Online ☐ V ew Re ease	United States	Online News Sites & Other n luencers	Multicultural & Demographic	4 912 ^{[1} visitors/month
The@Panolian	he Panolian Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	4 884 ^{[1} visitors/month
Floyd County Times, Prestonsburg, Kentucky	Floyd County imes Prestonsburg Kentucky Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	4 877 ^{[1} visitors/month
Montgomery Herald, Troy, North Carolina	Montgomery Herald roy North Carolina Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	4 759 ^{[1} visitors/month
Salamanca Press, Salamanca, New York	Salamanca Press Salamanca New York Online □ V ew Re ease	United States	Newspaper	Media & n ormation	4 564 ^{[1} visitors/month
BEAUREGARDNEWS	Beauregard News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	4 498 [1 visitors/month
Rhea Herald- News, Dayton, Tennessee	Rhea Herald-News Dayton ennessee Online V ew Re ease	United States	Newspaper	Media & n ormation	4 495 ^{[1} visitors/month
NewsBlaze	NewsBlaze US Online ☐ V ew Re ease	United States	Online News Sites & Other n luencers	Media & n ormation	4 480 [1 visitors/month
The Daily Xens	he Bogalusa Daily News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	4 363 [1 visitors/month
Tigers Roar, Baton Rouge, Louisiana	igers Roar Baton Rouge Louisiana Online □ V ew Re ease	United States	Newspaper	Media & n ormation	4 327 ^{[1} visitors/month
The Tomahawk, Mountain City, Tennessee	he omahawk Mountain City ennessee Online Vew Re ease	United States	Newspaper	Media & n ormation	4 210 ^{[1} visitors/month
Arab Tribune, Arab, AL	Arab ribune Arab AL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	4 188 ^{[1} visitors/month
Smith Mountain Eagle, Moneta, Virginia	Smith Mountain Eagle Moneta Virginia Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	3 724 ^{[1} visitors/month
CLAIBORNE PROGRESS	Claiborne Progress Online □ V ew Re ease	United States	Newspaper	Media & n ormation	3 694 ^{[1} visitors/month
ARIZONA 7	CW7 Arizona [Phoenix AZ Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	3 654 [¹ visitors/month
Herald & Tribune, Jonesborough, Tennessee	Herald & ribune Jonesborough ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	3 543 ^{[1} visitors/month
VOUD BIO SLV CON	KHM /KSV [Billings M Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	3 246 [1 visitors/month

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Stone County Enterprise, Wiggins, Mississippi	Stone County Enterprise Wiggins Mississippi Online V ew Re ease	United States	Newspaper	Media & n ormation	3 161 ^{[1} visitors/month
My Florida News, Fort Myers, Florida	My Florida News Fort Myers Florida Online Vew Reease	United States	Newspaper	Media & n ormation	3 098 [1 visitors/month
Block Island Times, Block Island, Rhode Island	Block sland imes Block sland Rhode sland Online Vew Reease	United States	Newspaper	Media & n ormation	3 056 ^{[1} visitors/month
magnoliastatelive	Magnolia State Live Online □ V ew Re ease	United States	Newspaper	Media & n ormation	3 040 [1 visitors/month
Charlton County Herald, Folkston, Georgia	Charlton County Herald Folkston Georgia Online	United States	Newspaper	Media & n ormation	2 966 ^{[1} visitors/month
Hart ord City News Times, Hart ord City, Indiana	Hart ord City News imes Hart ord City ndiana Online Vew Reease	United States	Newspaper	Media & n ormation	2 883 ^{[1} visitors/month
Advocate & Democrat, Sweetwater, Tennessee	Advocate & Democrat Sweetwater ennessee Online Vew Re ease	United States	Newspaper	Media & n ormation	2 802 ^{[1} visitors/month
DEMOPOLIS JIMES	he Demopolis imes Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 627 ^{[1} visitors/month
Seacoast Echo, Bay St. Louis, Mississippi	Seacoast Echo Bay St Louis Mississippi Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 626 ^{[1} visitors/month
Dundalk Eagle, Dundalk, Maryland	Dundalk Eagle Dundalk Maryland Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 624 [¹ visitors/month
Elkin Tribune, Elkin, North Carolina	Elkin ribune Elkin North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 586 [¹ visitors/month
Brunswick Times-Gazette, Lawrenceville, Virginia	Brunswick imes-Gazette Lawrenceville Virginia Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	2 429 [¹ visitors/month
The Chanticleer, Jacksonville AL	he Chanticleer Jacksonville AL Online Vew Re ease	United States	Newspaper	Media & n ormation	2 236 ^{[1} visitors/month
Middlesboro News	Middlesboro News Online V ew Re ease	United States	Newspaper	Media & n ormation	2 232 ^{[1} visitors/month
Caswell Messenger, Yanceyville, North Carolina	Caswell Messenger Yanceyville North Carolina Online V ew Re ease	United States	Newspaper	Media & n ormation	2 211 ^{[1} visitors/month
Courier	he Clemmons Courier Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 160 ^{[1} visitors/month
The Courier Journal, Florence, Alabama	he Courier Journal Florence Alabama Online V ew Re ease	United States	Newspaper	Media & n ormation	2 078 ^{[1} visitors/month
Medina County Li e, Medina, Ohio	Medina County Li e Medina Ohio Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 054 ^{[1} visitors/month
The Altavista Journal, Altavista, Virginia	he Altavista Journal Altavista Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 045 ^{[1} visitors/month

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the Callassee Cribune	he allassee ribune Online □ V ew Re ease	United States	Newspaper	Media & n ormation	2 002 [1 visitors/month
The Erwin Record, Erwin, Tennessee	he Erwin Record Erwin ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 959 [1 visitors/month
:#L	Construction Links Network Online □ V ew Re ease	Canada	Online News Sites & Other n luencers	Real Estate	1 956 ^{[1} visitors/month
The Charlotte Gazette	he Charlotte Gazette Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 901 ^{[1} visitors/month
Lake Gaston Gazette- Observer, Littleton, North Carolina	Lake Gaston Gazette-Observer Littleton North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 815 [¹ visitors/month
Dillon Herald	Dillon Herald Online □ V ew Re ease				1 748 [1 visitors/month
The Sussex- Surry Dispatch, Waverly, Virginia	he Sussex-Surry Dispatch Waverly Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 686 ^{[1} visitors/month
TIMES of SAN DIEGO	imes o San Diego Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 676 ^{[1} visitors/month
The Arentiss Acadight	Prentiss Headlight Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 674 ^{[1} visitors/month
THE CHARGOS DISPATCH	Kenbridge Victoria Dispatch Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 631 ^{[1} visitors/month
The News Progress, Chase City, Virginia	he News Progress Chase City Virginia Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	1 591 ^{[1} visitors/month
Lee County Courier, Tupelo, Mississippi	Lee County Courier upelo Mississippi Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	1 586 ^{[1} visitors/month
FOX 43 WTNZ • Knoxville, TN	W NZ FOX-43 [Knoxville N Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	1 466 ^{[1} visitors/month
THE JESSAMINE JOURNAL	Jessamine Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 457 ^{[1} visitors/month
WINDSORNeekly	Windsor Weekly Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 324 ^{[1} visitors/month
Tellico Village Connection, Tellico Village, Tennessee	ellico Village Connection ellico Village ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 294 ^{[1} visitors/month
Delmarva Home Show, Salisbury, Maryland	Delmarva Home Show Salisbury Maryland Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	1 251 ^{[1} visitors/month
WCOV, Montgomery, AL	WCOV Montgomery AL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 102 ^{[1} visitors/month

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neLOWNDES ते Signal	Lowndes Signal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 056 ^[] visitors/montl
Winchester News Gazette, Winchester, Indiana	Winchester News Gazette Winchester ndiana Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 033 ^{[2} visitors/mont
WNC BUSINESS Canada - Indian - Ingels	WNC Business Online □ V ew Re ease	United States	Newspaper	Media & n ormation	1 019 ^{[2} visitors/mont
North East News Journal, North East, Pennsylvania	North East News Journal North East Pennsylvania Online □ Vew Reease	United States	Newspaper	Media & n ormation	1 015 ^{[2} visitors/montl
ChineseWire	ChineseWire Online □ V ew Re ease	United States	Online News Sites & Other n luencers	Media & n ormation	1 004 ^{[-} visitors/mont
Ashland	Ashland own News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	986 ^{[2} visitors/montl
Journals	Holladay Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	911 [[] visitors/mont
High Country Press, Boone, North Carolina	High Country Press Boone North Carolina Online □ V ew Re ease	United States	Newspaper	Media & n ormation	832 [visitors/mont
Gates County Index	Gates County Index Online □ Vew Release	United States	Newspaper	Media & n ormation	815 [visitors/mont
Fayetteville Connect	Fayetteville Connect Online □ V ew Re ease	United States	Newspaper	Media & n ormation	810 [[] visitors/mont
ALABAMA ! NOW	Alabama Now Online □ V ew Re ease	United States	Newspaper	Media & n ormation	808 [visitors/mont
walnutcreek	Walnut Creek Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	805 [visitors/mont
THE CITY 1S OUT	West Jordan Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	796 [[] visitors/mont
GULF&MAIN Fort Myors & Neighboring Communities	Gul & Main Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	785 [visitors/mont
THE CHILLICO THE HOMETOWN VICE	he Chillicothe Hometown Voice Online □ V ew Re ease	United States	Newspaper	Media & n ormation	775 [[] visitors/mont
Journals SOURCE CONTROL CONTRO	South Jordan Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	766 [[] visitors/mont
RSWLIVING Regional Southwest Plorido Communities	RSW Living Magazine [Sanibel FL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	765 [[] visitors/mont
erefront Modia News	Fore ront Media News Online □ V ew Re ease	United States	Online News Sites & Other n luencers	Media & n ormation	759 [[] visitors/mont
CTYPAPER MEMBER SUPPORTED	Washington City Paper [Washington DC Online ☐ V ew Re ease	United States	Newspaper	General	751 ^{[:} visitors/mont

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The Lebanon Democrat, Lebanon, Tennessee	he Lebanon Democrat Lebanon ennessee Online □ V ew Re ease	United States	Newspaper	Media & n ormation	737 ^{[1} visitors/month
CREA IVE	CreativeBharat Online ☐ V ew Re ease	ndia	News & n ormation Service	General	725 ^{[1} visitors/month
Chester PRESS	Chester County Press Online □ V ew Re ease	United States	Newspaper	Media & n ormation	692 [1 visitors/month
Journals ORLINGTON CHARMES SPERMENT SCHOOL	Sugar House Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	675 [1 visitors/month
Journal BODIE CHAPTER	Davis Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	662 [1 visitors/month
Junuals VIEWITS AND CONSTRUCT VINCIONIA	Midvale Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	656 [1 visitors/month
Columbia	Columbia Business Monthly Online □ V ew Re ease	United States	Newspaper	Media & n ormation	650 [1 visitors/month
Journals	Sandy Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	640 [1 visitors/month
Norfolk & Wrentham	Nor olk & Wrentham News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	640 [1 visitors/month
Baxley News- Banner, Baxley, Georgia	Baxley News-Banner Baxley Georgia Online ✓ V ew Re ease	United States	Newspaper	Media & n ormation	631 ^{[1} visitors/month
Shoals News, Florence AL	Shoals News Florence AL Online □ V ew Re ease	United States	Newspaper	Media & n ormation	595 [1 visitors/month
Medway & Millis	Medway & Millis News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	593 [1 visitors/month
Journals CHEST CONTROL OF CONTROL	Cottonwood Heights Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	572 [1 visitors/month
Parish News	Parish News [New Orleans LA Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	559 [1 visitors/month
MBNEWS	MB News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	551 [1 visitors/month
Natick	Natick own News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	543 [1 visitors/month
Hopedale	Hopedale own News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	538 [1 visitors/month
Journals	Herriman Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	526 [1 visitors/month
he Alma imes, Alma, Georgia	he Alma imes Alma Georgia Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	523 [1 visitors/month
Cannoct	Connect redell Online □ V ew Re ease	United States	Newspaper	Media & n ormation	521 [1 visitors/month

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Stoti.com Your Source for SWFL	oti com Online □ V ew Re ease	United States	Newspaper	Media & n ormation	514 ^{[1} visitors/month
bluegrass ive	Bluegrass Live Online □ V ew Re ease	United States	Newspaper	Media & n ormation	512 [1 visitors/month
Journals	West Valley City Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	493 [1 visitors/month
Franklin	Franklin own News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	492 [1 visitors/month
J <mark>ornal</mark> webdigital	Jornal Web Digital Online □ V ew Re ease	Brazil	Online News Sites & Other n luencers	General	489 [1 visitors/month
Journals	South Salt Lake Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	477 [1 visitors/month
Journals Journals	City Journals Online □ V ew Re ease	United States	Newspaper	Media & n ormation	470 [1 visitors/month
LEESVILLE DALY LEADER	Leesville Leader Online □ V ew Re ease	United States	Newspaper	Media & n ormation	469 [1 visitors/month
CAPE CORAL & Resistating Communities Living	Cape Coral Living Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	458 ^{[1} visitors/month
Stands.	imes o the slands Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	420 [1 visitors/month
Journals	Murray Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	413 ^{[1} visitors/month
Holliston	Holliston own News Online □ V ew Re ease	United States	Newspaper	Media & n ormation	413 [1 visitors/month
Spigle	Brad ordville Bugle Online ✓ V ew Re ease	United States	Newspaper	Media & n ormation	396 ^{[1} visitors/month
Greenville	Greenville Business Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	380 [1 visitors/month
Jackson Township News, Jackson Township, New Jersey	Jackson ownship News Jackson ownship New Jers Online Vew Reease	sey United States	Newspaper	Media & n ormation	379 ^{[1} visitors/month
Journals MILLERLY INVOICES TO REPORTE	Millcreek Journal Online □ V ew Re ease	United States	Newspaper	Media & n ormation	374 [1 visitors/month
Journals	aylorsville Journal Online V ew Re ease	United States	Newspaper	Media & n ormation	370 [1 visitors/month
ОманА	Omaha Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	367 ^{[1} visitors/month
Notwood	Norwood own News Online V ew Re ease	United States	Newspaper	Media & n ormation	364 [¹ visitors/month

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FOX28	WPGX- V FOX-28 [Panama City FL Online □ V ew Re ease	United States	Broadcast Media	Media & n ormation	363 ^{[1} visitors/month
TAOS NEWS	aos News Online ☐ V ew Re ease	United States	Newspaper	Media & n ormation	363 ^{[1} visitors/month
STYLE	Style Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	342 [1 visitors/month
Virginia Mountaineer, White Sulphur Springs, Virginia	Virginia Mountaineer White Sulphur Springs Virginia Online □ V ew Re ease	United States	Newspaper	Media & n ormation	332 [1 visitors/month
BONITA © ESTERO and Neighboring Communities	Bonita & Estero Magazine Online ✓ ew Re ease	United States	Newspaper	Media & n ormation	318 ^{[1} visitors/month
Hattiesburg.Com	Hattiesburg com Online □ V ew Re ease	United States	Online News Sites & Other n luencers	Media & n ormation	300 [1 visitors/month
eNews Park Forest	eNews Park Forest Online □ V ew Re ease	United States	Newspaper	Media & n ormation	295 [1 visitors/month
PIONEER	he Pioneer Online □ V ew Re ease	United States	Newspaper	Media & n ormation	259 [1 visitors/month
Journals Interference of the Control	Draper Journal Online	United States	Newspaper	Media & n ormation	195 [¹ visitors/month
FACE MAGAZINE	FACE Magazine Online □ V ew Re ease	United States	Newspaper	Media & n ormation	103 ^{[1} visitors/month
indicanews is depth elimitation para can treat	indica News [San Ramon CA Online □ V ew Re ease	United States	Online News Sites & Other n luencers	Media & n ormation	91 [1 visitors/month
Business Class News	Business Class News Online ☐ V ew Re ease	United States	Blog	Media & n ormation	91 [1 visitors/month
BOREAL	Boreal Community Media Online □ V ew Re ease	United States	Newspaper	Media & n ormation	78 [1 visitors/month
Harlan Enterprise	Harlan Enterprise Online □ V ew Re ease	United States	Newspaper	Media & n ormation	68 [1 visitors/month
classic 95.7 fm	WWZW-FM Classic story96 7 [Lexington VA Online ☐ V ew Re ease	United States	Broadcast Media	Media & n ormation	29 [1 visitors/month
The Herald Bulletin (us)	he Herald Bulletin (us) Online Vew Re ease				Not Available

*Data sources: [1] similarweb [2] A exa, [3] siteworthtraffic.com [4] Cision Digita Reach

^{*}The data cited here by SimilarWeb represents site traffic data of worldwide unique visitors on desktop and mobile devices. Data is updated monthly.

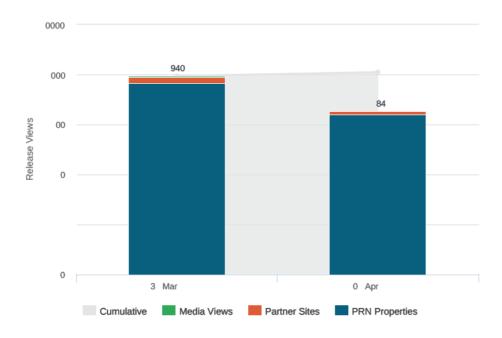
Traffic

Overview

RELEASE V EWS & H TS	1.2K	MULT MED A	420	
Re ease V ews	1.1K	mage V ews	296	
Med a V ews	68	mage Web Craw ers	124	
Pub c V ews	1.1K			
Partner S tes	224			
PR Newsw re Propert es	832			
Re ease Web Craw er ts	56			

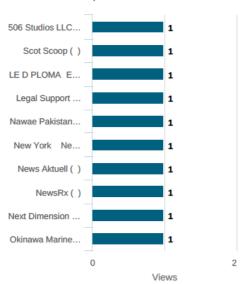
Release Views

Release Views Over Time



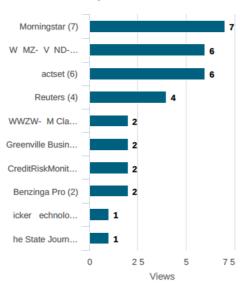
Media Views on PR Newswire for Journalists

Top 10 Outlets



Views on Partner Sites

Top 10 Sites



Traffic to PR Newswire Properties

Type of Views



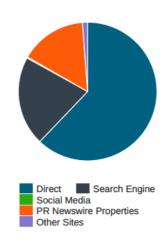
Views

Туре	Views
Desktop Views	695
Mobile/ ablet Views	137
Total Views on PR Newswire Properties	832

External Traffic Sources

Understand how v ewers found your re ease

Source Type	Source	Instances
Direct		517
Direct	Direct	517
∨ Search Engine (3)		174
Search Engine	Google	171
Search Engine	Baidu	2
Search Engine	DuckDuckGo	1
∨ Social Media (1)		2
Social Media	х	2
∨ PR Newswire Properties (2)		129
PR Newswire Properties	prnewswire.com	127
PR Newswire Properties	prweb.com	2
∨ Other Sites (8)		10
Other Sites	statics.teams.cdn.office.net	2
Other Sites		2
Other Sites	zillow.com	1
Other Sites	similicio.us	1
Other Sites	content.isentia.io	1
Other Sites	morningstar.com	1
Other Sites	streetinsider.com	1
Other Sites	search.app	1
Total		832



Multimedia Views

Image Views & Hits

Image	Image Archive	Views	Web Crawler Hits	Total
Claims Administration LLC	View mage	296	124	420
	otal	296	124	420

^{*} mage views are the total number o human views o the image as it appeared on this release Web Crawler Hits are the number o spider and bot hits to the image and are cumulative rom the original date o distribution

Audience

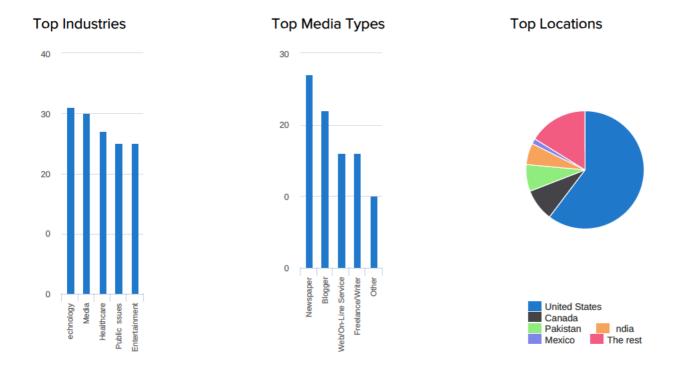
Overview



Audience Summary

Media Demographics

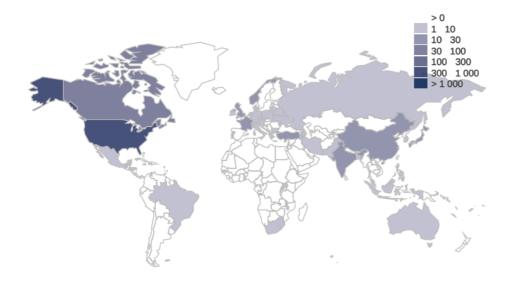
A break down of the industries covered, the med a types and the locations of the journalists & bioggers accessing your release on PR Newswire for Journalists

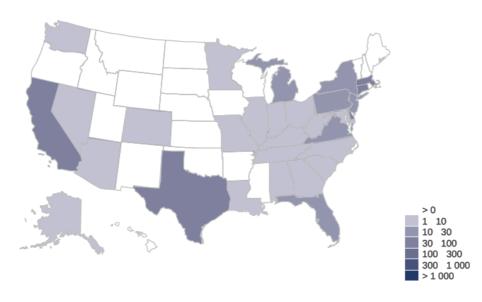


Geo-segmentation

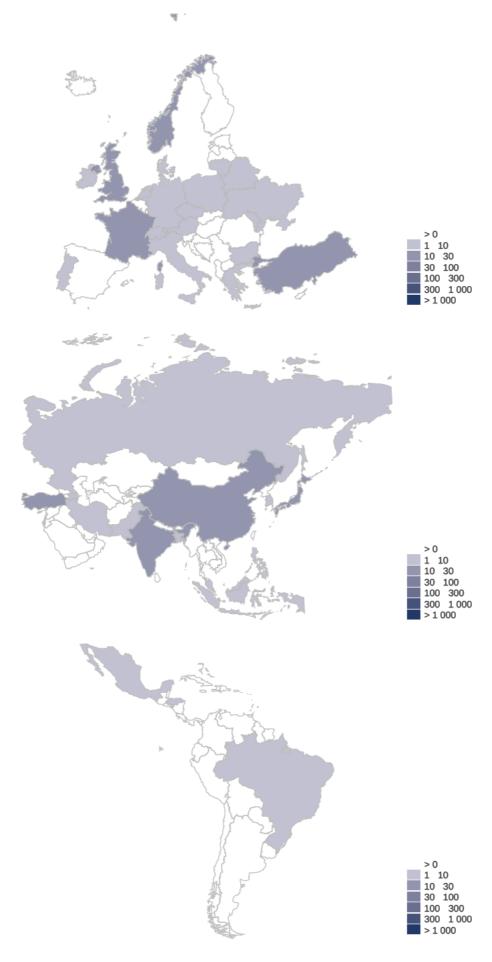
See where views of your release originated. Hover over map to see totals by location.











Audience Details

Media Views

See the deta s of each med a out et from PR Newsw re for Journa sts that v ewed your re ease

Outlet	Industry	Source Type	Location	Vie
506 Studios LLC	Consumer Products Energy General Business Media echnology ravel	Blogger Freelance/Writer	United States	
Scot Scoop	Features	Newspaper	United States	
E D PLOMA E MED A	Media	Web/On-Line Service	France	
egal Support World	Other	Blogger Freelance/Writer	United States	
Nawae Pakistan	Public ssues	Web/On-Line Service	Pakistan	
lew York 1 News	Other	elevision	United States	
lews Aktuell	Other	Wire Service	Switzerland	
lewsRx	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Web/On-Line Service	United States	
lext Dimension Story	Other	Other	United Kingdom	
Okinawa Marine	Broadcast Environment Features Financial Services Media Public ssues echnology ransportation ravel	Freelance/Writer Newspaper Web/On-Line Service Wire Service	Japan	
A Media Group	General Business	Newspaper	United States	
ittsburgh Business imes	Broadcast Consumer Products Energy Entertainment Features Financial Services Healthcare Media Public ssues Sports echnology ransportation ravel	Newspaper	United States	
PR	echnology	Other	Malaysia	
Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel Blogger Other Web/On-Line Service range of the Reavy ndustry range of the Reavy ndustry		Blogger Other Web/On-Line Service	United States	
Randall-Reilly Publishing Co	ransportation	rade Periodicals	United States	
almde	Healthcare	Blogger Freelance/Writer	United States	
silver Marketing Group	Auto Broadcast Consumer Products Energy Entertainment Features Financial Services Healthcare Media Other Public ssues Sports echnology ransportation ravel	Consumer Periodicals Newspaper rade Periodicals Web/On-Line Service	United States	
Kingsport imes-New	Other	Newspaper	United States	
Sing ao Daily oronto Edition 多伦多星岛	Other	Newspaper	Canada	
Soap Opera Network / ErrolLewis com	Auto Broadcast Consumer Products Entertainment Features General Business Media Other Sports echnology ravel	Blogger Freelance/Writer Newspaper Other elevision Web/On-Line Service	United States	
peniz	Auto	Blogger	United States	
EWAWEL News &	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Radio elevision Web/On-Line Service Wire Service	United States	
he Bhawana imes	Entertainment Heavy ndustry Media Other Sports	Blogger Newspaper	Pakistan	
he Citizens' Voice	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Newspaper	United States	
he Community Press	Auto Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Public ssues Sports echnology ransportation ravel	Newspaper Web/On-Line Service	Canada	
		I		-

				_
Outlet	Industry	Source Type	Location	Views
he Review Ballerina	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Blogger	United States	1
he St Louis River ront imes	Public ssues	Freelance/Writer Newspaper	United States	1
he Weather Channel	Broadcast Energy Environment General Business Media Public ssues ravel	elevision	United States	1
Weba inity	echnology	Blogger	Pakistan	1
WHYY	Broadcast Energy Entertainment Environment Healthcare Media Other Public ssues Sports echnology ransportation ravel	Radio	United States	1
WJE /WFXP/Nexstar Broadcasting	Auto Broadcast Consumer Products Energy Entertainment Environment Financial Services General Business Healthcare Media Public ssues Sports echnology ransportation ravel	Blogger Newspaper elevision	United States	1
WSAZ	Financial Services	elevision	United States	1
KrazzyMag	Auto Entertainment Financial Services Healthcare Media Sports echnology ravel	Blogger Other Web/On-Line Service	ndia	1
Jyquan Stewart	Broadcast Media Public ssues	Other	United States	
Accion Labs	Auto Entertainment Environment	Blogger Radio	Greece	
Cision (PR Newswire)	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Blogger Consumer Periodicals Freelance/Writer Newspaper Other Radio elevision rade Periodicals Web/On-Line Service Wire Service	United States	
Accion Labs	Auto Entertainment Environment Features	Newspaper Radio	ndia	
Adams Editorial Services	Editorial Services Consumer Products Environment Healthcare Heavy ndustry Other echnology Freelance/Writer rade Periodicals		United States	
A ricaBrie	Energy Entertainment Environment Features Financial Services General Business Healthcare Media Public ssues echnology	Web/On-Line Service	Malawi	
Akyab	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel		Canada	
American City Business Journals	Consumer Products Entertainment Financial Services General Business Healthcare Heavy ndustry Media Sports echnology	Newspaper	United States	
AtmosEsp	Entertainment Media	Other	United States	
BizNewsPA	General Business	rade Periodicals	United States	
bogging	Broadcast	Blogger	Pakistan	
Build Like New	Environment	Freelance/Writer	United States	
CBC	Auto Broadcast Consumer Products Energy Entertainment Environment Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel	Radio	Canada	
Central Penn Business Journal	General Business Healthcare Heavy ndustry echnology	Newspaper	United States	
CHAN ELLEW	Financial Services General Business Public ssues	Blogger	Monaco	
cision	Auto	Blogger	United States	
C S ON	Sports echnology	Newspaper	ndia	
Cognizant	Auto General Business echnology	Blogger Freelance/Writer	ndia	
Houston Chronicle	Features	Newspaper	United States	
ForkLog	Media echnology	Freelance/Writer Newspaper	Russia	
Tota				6

Outlet	Industry	Source Type	Location	View
heart & soul	Entertainment Healthcare ravel	Consumer Periodicals Radio Web/On-Line Service	United States	
GHEP Rock and Art Culture magazine Roots Music	Energy Environment Features Healthcare Media Public ssues echnology Freelance/Writer Newspaper Other		Canada	
Gaceta UNAM	Environment Features Healthcare Media Public ssues Sports ravel	Newspaper Web/On-Line Service	Mexico	
Freelancer	Other	rade Periodicals	United States	
Freelancer	Entertainment Features Healthcare	Freelance/Writer Newspaper	United States	
reelance	Consumer Products Energy Entertainment Environment Financial Services General Business Healthcare Media ravel	Freelance/Writer	United States	
Filgizmo	Auto Consumer Products Energy Financial Services Heavy ndustry echnology ransportation			
Cutter Consortium Data Analytics & amp Digital echnologies Advisor	ta Financial Services Healthcare echnology Blogger Freelance/Writer rade Periodicals Web/On-Line Service		United States	
Feather River Bulletin	Other	Newspaper	United States	
Event Updates	Other	Blogger Web/On-Line Service	United States	
Economic Review	Auto Energy Features Financial Services Media Public ssues Sports	Freelance/Writer Newspaper rade Periodicals	Pakistan	
Delion	Environment Financial Services General Business Other echnology	Blogger Newspaper	Canada	
DC News Now	Auto Broadcast Consumer Products Energy Entertainment Environment elevision Features Financial Services General Business Healthcare Heavy ndustry Media Other Public ssues Sports echnology ransportation ravel		United States	
Daily News	Other	Other	South A rica	
Young Voices	Consumer Products Healthcare Public ssues	Newspaper	United States	
Tota	1			6

Associated Press Outlets

PR Newsw re's w re news nes no ude targeted d str but on to the Assoc ated Press, an essent a global news network that delivers content to an extensive set of med a platforms and formats. The list below represents the outlets you reach via this partnership

Outlet Name	City	State	Location	Туре	Audience
C-SPAN	Washington	DC	US	elevision	86 200 000 Subscribers
Scribd nc	San Francisco	CA	US	Aggregator	43 531 670 Visitors per Month
FoxNews com	New York	NY	US	Online	32 516 438 Visitors per Month
CBS News Radio	New York	NY	US	Radio	30 000 000 Broadcast Audience
New York imes Digital	New York	NY	US	Newspaper	29 886 442 Visitors per Month
Apple nc	Cupertino	CA	US	Organization/Company	29 709 459 Visitors per Month
CNBC com	Englewood Cli s	NJ	US	Online	26 089 260 Visitors per Month
CBSnews com	New York	NY	US	Online	26 080 671 Visitors per Month
abcnews com	New York	NY	US	Online	24 167 779 Visitors per Month
U S News & World Report	Washington	DC	US	Magazine	23 945 529 Visitors per Month

Engagement

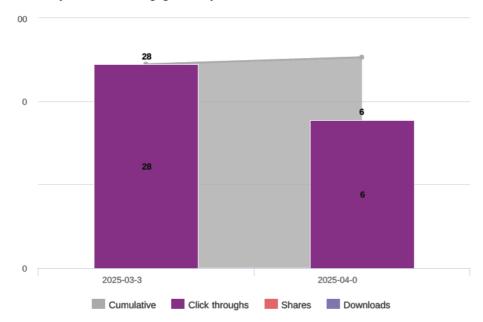
Overview

TOTAL ENGAGEMENT ACT ONS 34

Click throughs 34

Engagement Timeline

See when your aud ence engaged wth your re ease



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of t mes your re ease sent v s tors to the pages you nked to

URL	Click-throughs
http://www.azuradatasettlement.com	18
http://www.azuradatasettlement.com/	14
https://gdpr cision.com/	2
Total	34

Abou Cso PR Newsw e Co ac Te sof Use P vacy B og

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EXHIBIT E

Gravely, Sr. et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:23-cv-1148 (E.D. Pa.)

If your Personal Information was potentially accessed as a result of the Data Breach involving Azura Vascular Care between September 27, 2023, and October 9, 2023, you may be entitled to benefits from a settlement.

WHAT IS THIS LAWSUIT ABOUT?

A proposed \$3.15 million Settlement arising out of a Data Breach has been reached with Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care ("Azura"). Between September 27, 2023, and October 9, 2023, an unauthorized third party potentially gained access to Class members' Personal Information. Personal Information could include one or more of the following types of data: names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, drivers' license and state ID numbers, provider identification numbers, insurance policy and guarantor information, diagnosis and treatment information, and other information from patient medical or billing records.

WHO IS INCLUDED?

Class Members include all natural persons whose Personal Information may have been compromised in the Data Breach, including all persons who were sent notice of the Data Breach.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement establishes a \$3.15 million Settlement Fund to be used to pay for (1) Documented Loss Payments or pro rata Cash Fund Payments; (2) costs of Notice and Administrative Expenses; (3) Service Awards to the Class Representatives; and (4) Fee Award and Costs. If you are a Class Member, you may be able to receive one of the following Settlement Benefits:

• **<u>Documented Loss Payment:</u>**You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to \$10,000 per person.

Examples of Reasonable Documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notice provided by Azura.

• <u>Pro Rata Cash Fund Payment:</u> Instead of selecting a Documented Loss Payment, you may file a claim with no documentation to receive a flat, pro rata Cash Fund Payment.

Your Cash Fund Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Approved Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Approved Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Fund Payments may be reduced pro rata accordingly.

In addition, Azura has made changes and enhancements to its data and information security posture, at its sole expense, which are designed to strengthen Azura's data and information security.

HOW TO MAKE A CLAIM FOR SETTLEMENT BENEFITS?

You must complete and file a **Claim Form online** (https://www.claimsettlementportal.com/azura) or by mail postmarked by **June 30, 2025**, including required Reasonable Documentation if you choose a Documented Loss Payment.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE FOLLOWING OPTIONS:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
ACTION	EXPLANATION DUE DA	
FILE A CLAIM FORM	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Azura and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.	SUBMITTED OR POSTMARKED BY: June 30, 2025
EXCLUDE YOURSELF FROM THIS SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Azura and the Released Parties, for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.	POSTMARKED BY: May 30, 2025

OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Azura and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.	POSTMARKED BY: May 30, 2025
GO TO THE "FINAL APPROVAL"	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Approval Hearing.	HEARING DATE: June 16, 2025

To understand all your options and how your rights will be affected, as well as the deadlines for action on your part, please read the **Long Form Notice** (pdf/Long_Form_Notice_FINAL.pdf).

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **June 16, 2025, at 11:00 a.m.** before the Honorable Michael M. Baylson of the United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A to consider: whether to approve the Settlement, Service Awards, Fee Award and Costs, as well as any objections. You

or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for those details.

The hearing may be continued to a future date or time without notice, so continue to visit this website for Settlement updates.

© 2025

EXHIBIT F

ClaimNumber	First Name	Last Name
AZU000050001	ELLEN	LOMBARDI
AZU000050003	BILLY	GARNER
AZU000050000	GINNY	GRAHAM
AZU000050002	JOSEPH	RICCI

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STEVEN GRAVLEY, SR., TYRONE BANKS, BARBARA WELZENBACH, individually and on behalf of all others similarly situated,

Case No. 2:24-cv-01148-MMB

Plaintiffs,

v.

FRESENIUS VASCULAR CARE, INC. d/b/a AZURA VASCULAR CARE,

CLASS ACTION

Defendant.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, on March 4, 2025, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement, and directing that Notice be given to the Settlement Class.

WHEREAS, 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, of the right of Class Members to object or opt-out, and of the right of Class Members to be heard at 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 the Final Approval Order and Judgment should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on June ___, 2025. Class Members were adequately notified of their right to appear at the Final Approval Hearing in support of or in

opposition to the proposed Settlement, the award of attorney's fees, costs, and expenses to Class Counsel, and requested Service Awards to Class Representatives.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and Azura's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, reasonable, and adequate, having considered the application for attorney's fees, expenses, and costs made by Class Counsel and the application for Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

- 1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
- 2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
- 3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class Members, within the authority of the Parties and the result of extensive arm's-length negotiations. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
- 4. There are no objections to and four requests for exclusion from the Settlement.

 Those four Class Members who timely and properly opted out from the settlement are identified in **Exhibit 1** to this order.

- 5. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class.
 - 6. For purposes of the Settlement and this Final Approval Order, the Court hereby:
 - a. certifies the following Settlement Class pursuant to Fed. R. Civ. P. 23: all natural persons whose Personal Information may have been compromised in the Data Breach disclosed by Azura, including all persons who were sent notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Azura, its subsidiaries, parent companies, successors, predecessors, and any entity in which Azura or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
 - b. appoints Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach for settlement purposes only, as representatives of the Settlement Class. The Court finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.
 - c. appoints Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as Class Counsel; and
 - d. finds that the dissemination of Notice to Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably

calculated, under the circumstances, to apprise Class Members of (1) a description of the material terms of the Settlement; (2) how to submit a Claim Form; (3) the Claims Deadline; (4) the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; (5) the Objection Deadline for Class Members to object to the Settlement and/or motion for a Fee Award and Costs and Class Representative Service Awards; (6) the Final Approval Hearing date; and (7) the Settlement Website address at which Class members may access the Settlement Agreement and other related documents and information; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Fed. R. Civ. P. 23, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

- 7. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.
- 8. Within the time periods set forth in the Settlement Agreement, the Settlement Benefits provided for in the Settlement Agreement shall be paid to the Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.
- 9. Upon the Effective Date, Class Members who did not validly and timely opt-out shall, by operation of this Final Approval Order, have fully, finally, and forever released, relinquished, disclaimed and discharged Defendant from all claims that were or could have been asserted in the Action.
- 10. All Class Members who did not validly and timely opt-out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in,

participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims against Defendant released pursuant to the Settlement Agreement.

- 11. The terms of the Settlement Agreement and this Final Approval Order shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or in any third party action.
- 12. The Final Approval Order, the Settlement Agreement, the Settlement which it reflects, and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendant of any fault, wrongdoing, or liability on the part of Defendant or of the validity or certifiability for litigation of any claims.
- 13. The Court finds Service Awards of \$2,500.00 per Class Representative are fair and reasonable. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.
- 14. The Court hereby approves an award of attorney's fees in an amount of \$1,102,500.00 and, separately, litigation costs and expenses in an amount of \$14,062.32. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court finds these amounts to be fair and reasonable.
- 15. The above-captioned Action is hereby dismissed against Defendant in its entirety, with prejudice. Except as otherwise provided in this Final Approval Order, the Parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment entered, the

5

Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

16. Should any non-distributable residual of the Settlement Fund remain following distribution of the Settlement benefits, the Court hereby approves the distribution of 100% of any such residue from the Settlement Fund to the American Kidney Fund to support and further care and medical research to defeat kidney disease and provide for assistance for those in need.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date:	, 2025	
		HONORABLE MICHAEL M. BAYLSON
		UNITED STATES DISTRICT JUDGE

Exhibit 1

ClaimNumber	First Name	Last Name
AZU000050001	ELLEN	LOMBARDI
AZU000050003	BILLY	GARNER
AZU000050000	GINNY	GRAHAM
AZU000050002	JOSEPH	RICCI

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STEVEN GRAVLEY, SR., TYRONE BANKS
BARBARA WELZENBACH, individually and
on behalf of all others similarly situated,

Master File No. 2:24-cv-01148-MMB

CLASS ACTION

Plaintiffs,

v.

FRESENIUS VASCULAR CARE, INC. d/b/a AZURA VASCULAR CARE,

Defendant.

[PROPOSED] FINAL JUDGMENT

On [date], the Court [granted] Plaintiffs' Motion for Final Approval of the Class Action Settlement, and Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards to the Class Representatives. Judgment is hereby entered.

IT IS SO ORDERED.		
So Ordered, this	day of	, 2025.
		HONORABLE MICHAEL M. BAYLSON UNITED STATES DISTRICT JUDGE