

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Plaintiffs¹ Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach, and Defendant Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc. have reached an agreement to settle this data privacy class action litigation on a nationwide basis.

The Settlement is an excellent result for the Settlement Class and is comparable to other similarly approved data breach settlements. It includes a \$3,150,000 non-reversionary common fund, which will be used to pay Approved Claims for Settlement Benefits, Administrative Expenses, any Fee Award and Costs, Class Representative Service Awards, and any applicable taxes. Under the terms of the Settlement, participating Class Members will have the option to select one of two Settlement Payment options: 1) reimbursement of actual losses more likely than not attributable to the Data Breach up to \$10,000 per Claimant (i.e., Documented Loss Payment), or 2) a pro rata Cash Fund Payment.

In addition to the Settlement Benefits, there is robust injunctive relief, as Azura has made changes and enhancements to its data security and information security. All Class Members will receive this Settlement Benefit irrespective of whether they submit a Claim Form.

The Settlement was reached after a hard-fought mediation with the assistance of a well-respected mediator, Bennett G. Picker of Stradley Ronon LLP, whose mediation practice focuses primarily on data privacy matters. Given the risks faced by Plaintiffs on both the merits and class certification here, the Settlement represents an outstanding result for the Settlement Class, and readily satisfies Rule 23's requirement that it be fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2). Plaintiffs request that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Settlement Class, directing the issuance of Notice to the Settlement

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

Class, and scheduling a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e)(2). A proposed order is submitted herewith. Azura does not oppose the relief sought in this motion.

II. FACTUAL BACKGROUND

A. The Litigation

This case arises from a Data Breach experienced by Azura between September 27, 2023 and October 9, 2023. During the Data Breach, an unauthorized third-party gained access to an Azura computer system and deployed ransomware. The information impacted potentially included the data of approximately 334,000 individuals, of which a substantial majority are patients, former patients, and guarantors of patients. The compromised data included names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, driver's license and state ID numbers, provider identification numbers, insurance policy and guarantor information, limited diagnosis and treatment information, and other information from patient medical or billing records.

Beginning in March of 2024, two putative class actions were filed in this Court on behalf of persons whose information was compromised as part of the Data Breach. The Plaintiffs in these cases allege, *inter alia*, that Azura failed to take reasonable measures to safeguard the sensitive data entrusted to it. The Court entered an order on April 30, 2024 consolidating these cases under the first-filed case caption, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, and appointing Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as interim co-lead counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 10.

Plaintiffs filed the operative Consolidated Complaint on May 30, 2024. ECF No. 16. It asserts claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, violations of consumer protection laws, breach of confidence, and

seeks declaratory and injunctive relief. *Id.* Azura filed a motion to dismiss on July 15, 2024 seeking to dismiss the case in its entirety under Fed. R. Civ. P. 12(b)(1) and 12(b)(6). ECF No. 17. Plaintiffs filed an opposition to Azura's motion on August 28, 2024. ECF No. 23.

B. Settlement Negotiations and the Mediation

The Parties discussed pursuing early resolution during motion to dismiss briefing, and ultimately scheduled an in-person mediation with Mr. Picker. ECF No. 28. In anticipation of the mediation, Plaintiffs served Azura with numerous requests for documents and information relevant to the Data Breach. Plaintiffs also provided Azura with an opening settlement demand. Counsel for the Parties had several telephone calls leading up to the mediation, both with one another and with Mr. Picker. The Parties also exchanged their mediation statements and other relevant information prior to the mediation.

The Parties attended the mediation on December 12, 2024 in West Palm Beach, Florida. The mediation session was hard-fought and productive. With Mr. Picker's assistance, by the end of the day the Parties reached an agreement in principle to settle the case. The Parties subsequently drafted a comprehensive Settlement Agreement, solicited bids from multiple settlement administration companies and ultimately agreed upon a Settlement Administrator, drafted the Claim Form and Notice documents, and prepared this motion. The Parties request that the Court grant preliminary approval of the Settlement, which will authorize the dissemination of Notice to the class and schedule a Final Approval Hearing for no earlier than 120 days from entry of the Preliminary Approval Order.

III. THE PROPOSED SETTLEMENT

A. The Proposed Settlement Class

The proposed Settlement Class is defined as:

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.

Settlement Agreement (“SA”) ¶ 1.42.

B. The Release

In exchange for the Settlement Benefits provided for under the Settlement Agreement, Class Members will release any and all claims (i.e., the Released Claims) against Azura and its Released Parties as set forth in the Settlement Agreement. *Id.* ¶¶ 4.1-4.2. The release is tailored to cover the claims that were asserted or that could have been asserted by Class Members related to the Data Breach. *Id.* ¶¶ 1.35, 4.1-4.2.

C. Compensation to Class Members

As noted above, the Settlement would result in the creation of a \$3.15 million non-reversionary common Settlement Fund to be funded by or on behalf of Azura. *Id.* ¶ 3.1. The Settlement Fund will be used to pay for Administrative Expenses, any Court-approved Fee Award and Costs and Service Awards, and any applicable taxes. *Id.* ¶¶ 1.25, 3.7. The remaining amount, i.e., the Net Settlement Fund, will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. Class Members will have the ability to submit a Claim Form for either a Documented Loss Payment or a Cash Fund Payment (but not both). A summary of these benefits is as follows:

1. Documented Loss Payments

Any Class Members who have incurred losses demonstrably related to the Data Breach may submit a Documented Loss Payment claim seeking up to \$10,000 per person for the

reimbursement of Documented Losses. SA ¶ 3.4(a). Documented Losses must be supported by Reasonable Documentation demonstrating that the claimed loss is more likely than not a result of the Data Breach. *Id.* ¶¶ 1.17, 3.4(a). Any claim for a Documented Loss Payment that is rejected, if not timely cured, will instead be automatically considered as a claim for a Cash Fund Payment. *Id.* ¶ 3.4(a).

2. Cash Fund Payment

In lieu of a claim for a Documented Loss Payment, Class Members may submit a claim for a pro rata Cash Fund Payment without any supporting documentation. *Id.* ¶ 3.4(b). The amount of money each Class Member who submits an Approved Claim will receive will be calculated in accordance with the following plan of allocation:

The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Approved Claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied shall be referred to as the “Post DL Net Settlement Fund.” The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 3.2(b). The amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments.

Id. ¶ 3.9. This type of settlement allocation structure has been approved by this Court and others in data breach settlements. *See, e.g., Barletti v. Connexin Software, Inc.*, No. 22-cv-04676-JDW, 2024 WL 1096531, at *6 (E.D. Pa. Mar. 13, 2024).²

² Azura previously offered 24 months of credit monitoring for those individuals whose Social Security number was included in the Data Breach. For this and other reasons, the Net Settlement funds here will be entirely used to provide cash Settlement Payments to the Settlement Class. Should Class Members desire, they may use their Settlement Payment to purchase a credit monitoring product.

3. Data Security Commitments and Business Practices Changes (Prospective Relief)

In addition to the cash Settlement Payments, Azura has made changes and enhancement to its data and information security, which are designed to strengthen Azura's data and information security, and help protect against similar data security incidents in the future. *See id.* ¶ 2.1. These security enhancements directly benefit every Settlement Class member irrespective of whether they file a Claim Form. *Id.*

D. The Notice and Claim Process

1. Notice

The Parties have selected RG/2 Claims Administration LLC ("RG/2") as the Settlement Administrator. *Id.* ¶ 1.40. RG/2 was selected by the Parties following a competitive bidding process. Joint Declaration of Andrew W. Ferich and Benjamin F. Johns in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Counsel Decl.") ¶ 19.³ RG/2 is a nationally recognized settlement administration company that has handled dozens of similar data breach settlements across the country. Declaration of Jessie T. Montague ("Montague Decl.") ¶ 3.⁴ All costs of the Notice and settlement administration will be deducted from the Settlement Fund. SA ¶¶ 1.25, 3.9. The Notice Plan provides for individual Notice to Class Members by direct U.S. mail—the same way Class Members were initially notified of the Data Breach. *Id.* ¶ 6.3.⁵ The Settlement Administrator will send the direct mail Notices after running the class list through the National Change of Address Registry, and taking other steps to ensure that Notice reaches the Settlement Class consistent with due process. Montague Decl. ¶¶ 6-8.

³ The Counsel Decl. and its exhibits are attached as **Exhibit 2**.

⁴ The Montague Decl. and its exhibits, including the RG/2 resume, are attached as **Exhibit 3**.

⁵ Should Azura be in the possession of any Class Member email addresses, Notice will be attempted for those Class members by that method. *Id.*

Direct Notice will be enhanced by a digital press release and intended to expand the reach of the Notice. *Id.* ¶ 7; SA ¶ 6.3. The Settlement Administrator will also be responsible for ensuring that the requisite notice to the appropriate federal and state officials is provided in accordance with the Class Action Fairness Act of 2005. *See* 28 U.S.C. § 1715(b); Montague Decl. ¶ 6.

The Settlement Administrator will establish a dedicated Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, relevant Settlement dates and deadlines, and other related information. SA ¶ 6.7; Montague Decl. ¶ 7(c). The Settlement Website will be maintained and updated periodically by the Settlement Administrator, and will include relevant documents, including the following: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the Consolidated Class Action Complaint; (vi) the motion for a Fee Award and Costs and Service Awards after it is filed; and (vii) any other materials agreed upon by the Parties and/or required by the Court. *Id.* The Settlement Website will also contain the contact information for the Settlement Administrator and Class Counsel. *Id.* Class Members will be able to submit Claim Forms through the Settlement Website. *Id.* The Settlement Administrator will also create a toll-free help line so Class Members can obtain additional Settlement information. *Id.*

2. Claims Process and Administration

The timing of the claims process is structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to participate, opt-out, object, or do nothing. Class Members will have 90 days after the Notice is initially issued to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. SA ¶¶ 1.10, 1.11, 3.6. The Claim Form is written in plain English. SA at **Exhibit A** (Claim Form); Montague Decl. ¶ 10. The Settlement Administrator will be responsible for reviewing the Claim Forms and determining if

they are complete and valid. SA ¶ 3.7. Should a claim be incomplete or defective, the Settlement Administrator will request additional information from the Claimant and give the Claimant 30 days to cure the defect. *Id.* Moreover, where a Class Member files a claim for a Documented Loss Payment that is rejected, and the Class Member fails to cure that claim, the claim instead automatically will be considered as a claim for a Cash Fund Payment. *Id.* ¶ 3.4(a).

3. Requests for Exclusion and Objections

Class Members will have 60 days from the Notice Date to object to or to submit a Request for Exclusion from the Settlement. *Id.* ¶¶ 6.8, 6.9. Similar to the timing of the claims process, the timing with regard to objections and Requests for Exclusion is structured to give Class Members sufficient time to access and review the Settlement documents.

To submit a valid Request for Exclusion to the Settlement, Class Members must strictly comply with the requirements of the Settlement Agreement. *Id.* ¶¶ 1.30, 6.8. Any Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits and other relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. *Id.*

Any Class Member who wishes to object must submit a timely written notice of the objection by the Objection Deadline, which is also 60 days following the Notice Date. *Id.* ¶¶ 1.29, 6.9. Objections must strictly comply with the Settlement Agreement's requirements. *Id.* ¶ 6.9. Any Class Member who does not make their objections timely and in the manner prescribed by the Settlement Agreement waives their objection and is forever barred from raising their objections to this Settlement in this or any other action or proceeding, absent further order of the Court. *Id.*

E. Residual

To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be made evenly to all Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount of the subsequent payment is equal to or greater than \$3.00. *Id.* ¶ 3.9. Should any remaining amount of the Net Settlement Fund be economically undistributable, the Parties shall petition the Court for permission to distribute the remaining funds to the American Kidney Fund. *Id.* ¶ 3.11.

F. Proposed Class Representative Service Awards

Plaintiffs have been dedicated and active participants on behalf of the Class they seek to represent. Counsel Decl. ¶ 29. They actively assisted Class Counsel with their investigation, sat through multiple interviews, and provided supporting documentation and personal information throughout the process. *Id.* Plaintiffs reviewed the complaints and the terms of the Settlement and communicated with their counsel regarding the Settlement. *Id.* Each Plaintiff put their name and reputation on the line for the sake of the Class, and the recovery would not have been possible without their efforts. *Id.* ¶ 30. Class Counsel kept in close contact with Plaintiffs during the litigation through numerous emails and personal telephone calls. *Id.* ¶ 31. Plaintiffs have been vital in litigating this matter, have been personally involved in the case, and support the Settlement. *Id.*

In view of these efforts, on behalf of Plaintiffs, Class Counsel will separately (as part of their motion for a Fee Award and Costs) petition the Court for approval of Service Awards in the amount of \$2,500 to each of the three proposed Class Representatives (total of \$7,500). *Id.* ¶ 32; SA ¶ 8.1. This amount is consistent with those approved in other data breach class action settlements. Any approved Service Awards will be paid from the Settlement Fund. *Id.* ¶ 8.2. The Settlement is not conditioned upon the Court's award of any Service Awards. SA ¶ 8.3.

G. Fee Award and Costs

As part of the Settlement, Plaintiffs will separately file a motion for an award of attorneys' fees and reimbursement of litigation costs and expenses (i.e., the Fee Award and Costs). *Id.* ¶ 9.1. Plaintiffs' counsel intend to request an attorneys' fee award of up to 35% of the Settlement Fund, consistent with attorneys' fee awards and percentage for such awards under Pennsylvania and Third Circuit law. *See, e.g., McDermid v. Inovio Pharms., Inc.*, No. 20-cv-01402, 2023 WL 227355, at *12 (E.D. Pa. Jan. 18, 2023) ("In common fund cases, fee awards generally range from 19% to 45% of the settlement fund.") (citation and internal quotation marks omitted); *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 498 (E.D. Pa. 2018) ("fee awards ranging from 30% to 43% have been awarded in cases with funds ranging from \$400,000 to \$6.5 million"); *Ripley v. Sunoco, Inc.*, 287 F.R.D. 300, 315 (E.D. Pa. 2012) ("Within the Third Circuit, courts have approved attorneys' fees ranging from 19 percent to 45 percent of the settlement fund as reasonable.").

Separately from attorneys' fees, Class Counsel also intend to seek reimbursement of litigation costs and expenses that were necessarily incurred during this litigation. Any approved Fee Award and Costs will be paid out of the Settlement Fund. SA ¶ 9.1. The Settlement is not conditioned upon the Court's award of any attorneys' fees or expenses. *Id.* ¶ 9.3. Plaintiffs' will file a motion for a Fee Award and Costs (and Service Awards) no later than 14 days prior to the Objection Deadline. *Id.* ¶¶ 8.1, 9.1.

IV. ARGUMENT

Federal Rule of Civil Procedure 23(e), "explicitly discusses the requirements for class settlements." *Hall v. Accolade, Inc.*, No. 17-cv-03423, 2019 WL 3996621, at *2 (E.D. Pa. Aug. 23, 2019). At the preliminary approval stage, the parties "provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class." Fed. R. Civ.

P. 23(e)(1)(A). The Court then decides whether “giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Ultimately, “[u]nder Rule 23(e)(2), a settlement must be ‘fair, reasonable, and adequate.’” *In re Philadelphia Inquirer Data Sec. Litig.*, No. 24-cv-2106, 2024 WL 4582881, at *8 (E.D. Pa. Oct. 25, 2024) (quoting Fed. R. Civ. P. 23(e)(2)). “As part of a preliminary approval motion, courts can conduct a ‘less rigorous analysis’ than the final approval stage requires.” *Barletti*, 2024 WL 1096531, at *2 (citing *In re: Amtrak Train Derailment In Philadelphia, Pa.*, No. 15-md-2654, 2016 WL 1359725, at * 4 (E.D. Pa. Apr. 6, 2016)). In conducting their preliminary review, courts are cognizant that there is a “strong public policy . . . which is particularly muscular in class action suits, favoring settlement of disputes, finality of judgments and the termination of litigation.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593 (3d Cir. 2010).

If the district court determines that it will “likely be able to” approve the Settlement and certify the Settlement Class, it should direct notice in a “reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B); *see Fulton-Green v. Accolade, Inc.*, No. 18-cv-00274, 2019 WL 316722, at *1, *5 (E.D. Pa. Jan. 23, 2019) (granting preliminary approval of data breach settlement “because it is within the range of possible approval, the requirements of conditional class certification are met, and the notice plan is reasonably designed to notify class members of the settlement agreement”). The Settlement meets these criteria.

A. The Settlement Is “Fair, Reasonable, and Adequate” and Satisfies the Rule 23(e)(2) and *Girsh* Factors for Preliminary Approval

Rule 23(e)(2) sets forth the factors a court must consider in determining the fairness of a class action settlement. The factors include 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). As explained below, the Settlement exceeds the preliminary approval threshold.

1. The Proposal Was Negotiated at Arm’s Length

As noted above, the Settlement is the product of hard-fought, arm’s length negotiations and a mediation that was overseen by an experienced mediator, Bennett Picker of the Stradley Ronon law firm. This factor supports approval of the settlement. *See In re Onix Grp., LLC Data Breach Litig.*, No. 23-cv-2288, 2024 WL 3015528, at *4 (E.D. Pa. June 14, 2024) (observing that “the parties worked with experienced mediator Bennett Picker, Esquire to facilitate arms’ length negotiations, which weighs in favor of finding adequacy.”). Whether a settlement arises from arm’s length negotiations is a key factor in assessing preliminary approval. *In re Nat’l Football League Players’ Concussion Injury Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014) (a presumption of fairness exists where parties negotiate at arm’s length, assisted by a retired federal judge who served as a mediator).

Proposed Class Counsel who negotiated the Settlement are experienced and respected class action litigators with significant experience in data breach cases. Counsel Decl. ¶ 34 and Exhibits A and B thereto (firm resumes). Following the mediation, Class Counsel spent significant amounts of drafting the Settlement Agreement and its exhibits, revising those drafts, and negotiating details of the final written Settlement Agreement with counsel for Azura. *Id.* ¶ 12. At all times, the negotiations were at arm’s length and, while courteous and professional, were intense and hard-

fought on all sides. *Id.* ¶¶ 9-10.

2. The Relief Provided for the Class Is Adequate

This case and the proposed Settlement are the product of significant investigation of Plaintiffs' and Class Members' claims.⁶ 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. Counsel Decl. ¶ 12.

As discussed above, the Parties exchanged informal discovery prior to the mediation, as well as detailed mediation statements. *Id.* ¶ 8. Class Counsel analyzed the documents in advance of the mediation. *Id.* Plaintiffs' submission of a mediation statement and Class Counsel's preparation for that proceeding and analysis of Azura's mediation statement further informed Plaintiffs' assessment of the relative strengths and weaknesses of their claims. *Id.*

a. The Settlement accounts for the costs, risks, and delay of trial and appeal

The immediate benefits that the Settlement provides stand in contrast to the risks, uncertainties, and delays of continued litigation. Class Counsel thoroughly assessed those contingencies in considering the terms of the Settlement. *Id.* ¶ 38.

As the Court has previously recognized in similar settlements, Plaintiffs faced "a significant risk in this case because they must prove not only that Defendant owed a duty to

⁶ The fact that the Parties have not engaged in formal discovery is not determinative. That is consistent with a long line of cases in which courts—including this Court—have preliminarily approved class action settlements in the early stages of litigation, especially where meaningful informal (i.e., confirmatory) discovery has occurred. *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 267 (E.D. Pa. 2012) (preliminarily approving class action settlement when "no formal discovery was conducted in this case during the time of the . . . Settlement negotiations or agreement").

Plaintiffs to safeguard their information, but also that their conduct was the proximate cause of that breach.” *In re Onix Grp., LLC Data Breach Litig.*, 2024 WL 3015528, at *10. Plaintiffs and the Settlement Class would face several other delays and challenges, including obtaining class certification, briefing motions for summary judgment, defending expert opinions, and maintaining certification through trial. *See In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (“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.”).

Also, a comparison with consumer class plaintiffs’ monetary recoveries in other data breach settlements demonstrates the strength of this Settlement.⁷ Moreover, the Settlement includes significant injunctive relief. SA ¶¶ 2.1-2.2. These provisions provide a significant benefit to Class Members.

b. The settlement provides for an effective method of distributing relief to the class, including through a simplified claims process

The Settlement creates a straightforward procedure for Class Members to submit a Claim Form. It also provides for effective Notice to Class Members using direct mailing. SA ¶ 6.3; Montague Decl. ¶¶ 6-8. This factor supports the fairness of the settlement. *See In re Canon USA Data Incident Litig.*, No. 20-cv-6239, 2023 WL 7936207, at *4 (E.D.N.Y. Nov. 15, 2023) (granting

⁷ *See, e.g., Adkins v. Facebook, Inc.*, No. 18-cv-05982, 2020 WL 6710086, at *2-3 (N.D. Cal. Nov. 15, 2020) (preliminarily approving data breach settlement providing only injunctive relief); *Linnins v. Haeco Americas, Inc.*, No. 16-cv-00486, 2018 WL 5312193, at *1 (M.D.N.C. Oct. 26, 2018) (settlement included \$312,500 claim fund for reimbursement of specified expenses to employees whose PII was allegedly disclosed in breach); *Brady v. Due North Holdings, LLC*, No. 17-cv-01313, at 2 (Dkt. 65) (S.D. Ind. Oct. 16, 2018) (settlement provided extension of identity theft protection services and reimbursement of out-of-pocket expenses of up to \$150, \$250, \$350, or \$500 depending on settlement tier); Final Approval Order, *In re Zappos Sec. Breach Litig.*, No. 12-cv-00325, at p. 2 (Dkt. 418) (D. Nev. Dec. 23, 2019) (settlement provided “10% coupon” for Zappos goods).

preliminary approval to data breach settlement under which class members could claim ordinary losses, extraordinary losses, and credit monitoring).

c. The proposed attorneys' fee award is reasonable

Proposed Class Counsel have devoted significant time and financial resources to the litigation despite the uncertainty of prevailing as to class certification and the merits and establishing damages. Class Counsel did not broach the topic of attorneys' fees until after agreeing on all substantive settlement terms with Azura. Counsel Decl. ¶ 35. Plaintiffs will seek attorneys' fees not greater than 35% of the Settlement Fund, subject to Court approval and to be paid from the Settlement Fund. As noted above, this amount is reasonable and well within the range of fees approved by this Court in common fund class action settlements.

Plaintiffs will file a motion and supporting materials supporting the requested Fee Award and Costs in accordance with the Settlement Agreement.

d. There are no additional agreements required to be identified under Rule 23(e)(3)

Rule 23(e)(2)(C)(iv) requires courts to consider any agreement among the parties outside of the settlement agreement. "The parties seeking approval must file a statement identifying any agreement made in connection with the proposal." Fed. R. Civ. P. 23(e)(3). No such agreement exists in this case. Counsel Decl. ¶ 39.

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

"A district court's 'principal obligation' in approving a plan of allocation 'is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.'" *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 326 (3d Cir. 2011) (quoting *Walsh v. Great Atl. & Pac. Tea Co., Inc.*, 726 F.2d 956, 964 (3d Cir. 1983)).

The Settlement treats all Class Members fairly and equally relative to each other and in

relation to the strengths of their claims. For purposes of setting recovery amounts, the Settlement fairly protects the interests of all parties by providing cash compensation. The Settlement also provides valuable non-monetary relief to the entire Class in the form of data and information security enhancements. This will benefit all Class Members irrespective of whether they submit a Claim Form. In sum, the Settlement ensures the Class Members will be treated equitably relative to each other. It should be approved as fair, reasonable, and adequate.

4. The Settlement Satisfies All the Applicable *Girsh* Factors

In addition to the foregoing criteria under Rule 23(e), the Third Circuit has identified a set of factors that should be considered in assessing the fairness of a settlement. *See In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, No. 13-md-2445, 2023 WL 8437034, at *4–6 (E.D. Pa. Dec. 4, 2023). The so-called *Girsh* factors are:

(1) the 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; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Id. at *5 (quoting *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975)) .

To the extent applicable (and not already addressed above), Plaintiffs have satisfied the applicable *Girsh* factors. Had the case not resolved, the parties here would be facing “significant expenses in briefing and arguing class certification, summary judgment, expert reports, and maintaining class certification throughout trial.” *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2023 WL 6690705, at *7 (E.D. Pa. Oct. 12, 2023). Numerous courts have recognized the risks associated with data breach class actions. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases such as the instant

case are particularly risky, expensive, and complex, and they present significant challenges to plaintiffs at the class certification stage.”) (internal citations omitted); *In re Onix Grp., LLC Data Breach Litig.*, No. 23-cv-2288, 2024 WL 5107594, at *10 (E.D. Pa. Dec. 13, 2024) (“Plaintiffs face a significant risk in this case because they must prove not only that Defendant owed a duty to Plaintiffs to safeguard their information, but also that their conduct was the proximate cause of that breach.”). And even if Azura theoretically may have had the ability to pay for a larger settlement, “courts within the Third Circuit ‘regularly find a settlement to be fair even though the defendant has the practical ability to pay greater amounts.’” *Kelly, v. Santander Consumer USA, Inc.*, No. 20-cv-3698, 2023 WL 8701298, at *4 (E.D. Pa. Dec. 15, 2023) (quoting *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 104 (E.D. Pa. 2013)).

B. The Proposed Settlement Class Is Ascertainable

As a preliminary matter, a class must be ascertainable. *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 591 (3d Cir. 2012). Ascertainability requires that “(1) the class is ‘defined with reference to objective criteria’; and (2) there is ‘a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.’” *Portillo v. Nat’l Freight, Inc.*, 336 F.R.D. 85, 96–97 (D.N.J. 2020) (quoting *Byrd v. Aaron’s Inc.*, 784 F.3d 154, 163 (3d Cir. 2015)). The proposed class is readily ascertainable here because Class Members will be identified using the records of Azura. *See In re Onix Grp., LLC Data Breach Litig.*, 2024 WL 3015528, at *2 (“The class here is clearly ascertainable because the parties were able to determine the exact number and identities of individuals whose data could have been compromised using Defendant’s records...”). Azura already sent breach notification letters to the Class Members following the Data Breach, so it possesses all the necessary contact information for the Class.

C. The Proposed Settlement Class Satisfies the Criteria of Rule 23(a)

“In addition to reviewing the terms of settlement, a court at the preliminary approval stage

may conditionally certify the class for purposes of providing notice, with the final certification decision to be made at the subsequent fairness hearing.” *Checchia v. Bank of Am., N.A.*, No. 21-cv-3585, 2023 WL 2051147, at *2 (E.D. Pa. Feb. 16, 2023) (citing *In re Nat’l Football League*, 301 F.R.D. at 199-200). Courts may certify settlement classes that satisfy the requirements of Rule 23(a) and at least one provision of Rule 23(b). *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620-22 (1997); *Fulton-Green*, 2019 WL 316722, at *2. The Settlement Class meets the applicable criteria for conditional certification.

1. The Class Is Sufficiently Numerous

The Settlement Class contains approximately 334,000 Class Members. SA, at p. 1 (Recitals). The Class easily satisfies the Rule 23(a)(1) numerosity requirement. *See Fulton-Green*, 2019 WL 316722, at *3 (“proposed class [of] 973 people, easily meet[s] the numerosity requirement”).

2. There Are Questions of Law or Fact Common to the Class.

“Rule 23(a)(2)’s commonality element requires that the proposed class members share at least one question of fact or law in common with each other.” *In re: Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 527-28 (3d Cir. 2004). The commonality threshold is low and does not require an “identity of claims or facts among class members.” *Gates v. Rohm and Haas Co.*, 248 F.R.D. 434, 440 (E.D. Pa. 2007) (citation and internal quotation marks omitted). “[F]or purposes of Rule 23(a)(2), even a single common question will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011) (internal quotation and alterations omitted).

Here, the facts relating to Data Breach are the key issues in the case. There are multiple common questions, including how the Data Breach occurred, whether Azura had a duty to protect Class Members’ Personal Information, and whether Class Members were harmed by the alleged breach. As Judge Pratter observed in finding this requirement satisfied in another data breach

settlement, “each of the class members would have to prove by a preponderance of the evidence that Wawa owed a duty to each [class member] to protect its credit card data. They would all have to show that Wawa’s specific negligent acts or omissions caused the data breach to occur and whether proximate cause existed.” *In re Wawa*, 2023 WL 6690705, at *4. These common issues are present in this case too.

3. The Class Representatives’ Claims Are Typical of the Claims of the Class

Rule 23(a)(3) requires that the “claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” This 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.” *Hall*, 2019 WL 3996621, at *7 (citation and internal quotation marks omitted). Typicality is satisfied where there is a “strong similarity of legal theories’ [sic] or where the claim arises from the same practice or course of conduct.” *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 428 (3d Cir. 2016) (hereinafter “*NFL Players II*”) (citation omitted and internal quotation marks omitted). Here, typicality is satisfied because the claims of the named plaintiffs are “virtually identical to those of the class [as they] arise from the same conduct... [Defendant’s] security measures and whether they were adequate to protect the Plaintiff’s sensitive data.” *In re Onix Grp., LLC Data Breach Litig.*, 2024 WL 3015528, at *3 (citing *In re Wawa*, 2023 WL 6690705, at *4) (internal quotation marks omitted). Typicality is satisfied.

4. The Class Representatives and Class Counsel Will Fairly and Adequately Represent the Class

Rule 23(a)(4) tests whether the “representative parties will fairly and adequately protect the interests of the class.”

Essentially, the inquiry into the adequacy of the representative parties examines whether the putative named plaintiff has the ability and the incentive to represent the claims of the class vigorously, that he or she has obtained adequate counsel, and that there is no conflict between the individual's claims and those asserted on behalf of the class.

In re Imprelis Herbicide Mktg, Sales Prac. & Prods. Liability Litig., 296 F.R.D. 351, 361 (E.D. Pa. 2013) (citations and internal quotation marks omitted).

Here, the named Plaintiffs have been actively involved in the litigation of this case, and have assisted throughout the process, answering Class Counsel's many questions, providing documents pertaining to the lawsuit when requested, and reviewing the complaint and terms of the Settlement. Counsel Decl. ¶¶ 29-31. Their interests and those of the other Class Members are aligned: all are equally interested in proving the factual averments in the Complaint, establishing Azura's liability, and obtaining compensation from Azura. As described below, the Class Representatives have retained knowledgeable and well-qualified counsel who have successfully prosecuted many class actions, including data breach class actions. Class Counsel have vigorously prosecuted the action even before their appointment and have devoted substantial effort and resources on behalf of the Class. *Id.* ¶ 33.

5. Common Issues Predominate Over Any Individual Issues and a Class Action Is Superior to Other Available Methods of Adjudicating the Controversy

In addition to satisfying the criteria under Rule 23(a), the proposed Settlement Class must meet one of the criteria under Rule 23(b). Plaintiffs seek to certify a class under Rule 23(b)(3), which requires that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." The proposed Settlement Class meets both requirements.

a. Common issues predominate

“Under Fed. R. Civ. P. 23(b)(3), a class action may be maintained if common questions of law or fact predominate questions arguably affecting only individuals.” *Fulton-Green v. Accolade, Inc.*, No. 18-cv-0274, 2019 WL 4677954, at *6 (E.D. Pa. Sept. 23, 2019). “When examining whether certain issues predominate, a court looks to see if ‘common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.’” *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2021 WL 3276148, at *4 (E.D. Pa. July 30, 2021) (citation omitted); *see also In re Onix Grp., LLC Data Breach Litig.*, 2024 WL 3015528, at *4 (“In this data breach litigation, Defendant's conduct is common to all class members, and all class members were harmed by that conduct.”).

As the Court found in *In re Wawa*, “there is a myriad of questions of law and fact that predominate.” 2021 WL 3276148, at *4. Those included whether the defendant owed a duty to class members to safeguard their sensitive information; whether the defendant breached that duty; whether the defendant violated state consumer protection laws; whether the defendant complied with industry standards; whether the defendant’s conduct or failure to act was the proximate cause of the breach; and whether plaintiffs and the class members are entitled to recovery. *See id.* These same issues, all of which are focused on Azura’s common course of conduct, predominate here.

b. A class action is superior to other means of adjudication

“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.” *Processed Egg Prods.*, 284 F.R.D. at 264. Rule 23(b)(4) suggests that courts consider the following non-exhaustive list of factors when making a superiority determination: “(A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent

and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.”

Here, all four considerations weigh in favor of certifying the Settlement Class. There is no indication that Class Members would be interested in litigating individually or that the litigation should proceed in a non-class forum. In addition, the cost and complexity of litigation would preclude the vast majority of Class Members from filing suit individually.⁸ The Settlement, in contrast, provides Class Members with an immediate monetary benefit and the benefit of improved data security measure by Azura, which is still in possession of their information.

As this Court summarized in another data breach case:

[A]ll of the claims are almost identical because they arise from the same underlying activity and the damages should be easily provable and quantifiable. Furthermore, the value of the individual claims may be modest and thus impractical to litigate on a case by case basis. This is particularly true for people . . . who have not suffered identity theft but have had to spend time notifying institutions and signing up for identity theft protection programs.

Fulton-Green, 2019 WL 316722, at *4 (preliminarily certifying Rule 23(b)(3) class).

D. The Notice Program Provides Class Members with the Best Notice Practicable Under the Circumstances

Pursuant to Rule 23(c)(2)(B), the notice must be the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” There are three aspects to notice requirements under Rule 23 and fundamental due process: (1) notice must be disseminated in a manner “reasonably calculated, under all the

⁸ Because the Parties request certification for settlement purposes only, the Court “need not inquire whether the case, if tried, would present intractable management problems . . . [because] the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620; *accord Sullivan*, 667 F.3d at 322 n.56; *Processed Egg Prods.*, 284 F.R.D. at 264.

circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections”; (2) the content must be of “such nature as reasonably to convey the required information”; and (3) the notice must “afford a reasonable time for those interested to make their appearance” and exercise their options to file a claim, object, or opt out of the class. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (internal citations omitted). The proposed Notice Plan achieves all these objectives.

The Summary Notice will be provided to Class Members directly via U.S. mail to the postal address provided by Azura on the settlement class list (to the extent email addresses are unavailable). SA ¶¶ 6.3, 6.4. The direct mailing Notice will be enhanced by a digital press release, intended to expand the reach of Notice to the Settlement Class. *Id.* ¶ 6.3. In addition to direct mailing, the Settlement Administrator will establish and maintain a Settlement Website through which Class Members can receive additional information about the Settlement. *Id.* ¶ 6.7. The Settlement Administrator will also make available a toll-free help line to provide Class Members with additional information about the Settlement and to respond to Class Members’ questions. *Id.* Similar direct notice programs have reached well in excess of 90 percent of Class Members, and the same outcome is anticipated here. Montague Decl. ¶¶ 9-10; *see also Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 3 (2010), Federal Judicial Center, 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 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).

As required by Rule 23(c)(2)(B), the proposed Long Form Notice (SA at Exhibit D)

“clearly and concisely state[s] in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” It also describes the terms of the Settlement, including requests for service awards for the Class Representatives and for an award of attorneys’ fees and reimbursement of expenses; informs Class Members about their right to object to the Settlement (and how to do so); provides the date, time, and place of the Final Approval Hearing and the procedures for appearing at the hearing; and provides contact information for Class Counsel and the Settlement Administrator. Counsel Decl. ¶ 20. The Notices inform Class Members of the deadlines for objecting to the Settlement and excluding themselves from the Class. The deadlines themselves are reasonable. *See Nat’l Football League*, 301 F.R.D. at 203 (“It is well-settled that between 30 and 60 days is sufficient to allow class members to make their decisions to accept the settlement, object, or exclude themselves.”).

V. THE COURT SHOULD PROVISIONALLY APPOINT SETTLEMENT CLASS COUNSEL

Plaintiffs request that the Court appoint Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as Class Counsel for the Settlement Class. The Court previously designated these lawyers as interim co-lead class counsel. ECF No. 10. Proposed Class Counsel have vigorously represented Plaintiffs’ and Class Members’ interests at all times since the inception of this litigation. Counsel Decl. ¶ 33. For the same reasons appointment was appropriate when the Court granted the Rule 23(g) motion, it should appoint Class Counsel for Settlement purposes, as Class Counsel meet all the Fed. R. Civ. P. 23(g)(1)(A) criteria.

VI. CONCLUSION

Plaintiffs respectfully request that the Court: (1) grant preliminary approval to the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only; (3) approve the proposed Notice Plan; (4) approve, set deadlines for, and order the opt out and objection procedures set forth in the Settlement Agreement; (5) appoint Plaintiffs as Class Representatives; (6) appoint Class Counsel; and (7) schedule a Final Approval Hearing in accordance with the proposed schedule set forth above.

Dated: February 14, 2025

Respectfully Submitted,

/s/ Andrew W. Ferich

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Interim Co-Lead Counsel

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 14th day of February, 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)

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated February 14, 2025, is made and entered into by and among the Class Representatives, for themselves individually and on behalf of the Settlement Class, and Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care. This Settlement Agreement fully and finally resolves and settles all of Plaintiffs' and the Settlement Class's Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

RECITALS

WHEREAS, between September 27, 2023 and October 9, 2023, an unauthorized third party potentially gained access to Settlement Class Members' Personal Information (i.e., the Data Breach).

WHEREAS, during the Data Breach, the Personal Information of approximately 334,000 individuals who are current or former patients, guarantors, or who are or were otherwise affiliated with Azura, was potentially accessed by an unauthorized third party during the Data Breach.

WHEREAS, beginning in March 2024, two putative class actions were filed in the United States District Court for the Eastern District of Pennsylvania bringing claims and seeking remedies relating to the Data Breach. On April 30, 2024, the two related actions were consolidated in the first-filed action, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, No. 2:24-cv-01148-MMB, and the Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as interim co-lead class counsel for Plaintiffs pursuant to Fed. R. Civ. P. 23(g). ECF No. 10.

WHEREAS Azura denies all allegations made in the Action and denies any liability associated with the Data Breach;

WHEREAS, after considerable meet and confer efforts, and while simultaneously briefing Azura's motion to dismiss, the Parties agreed to mediate the case.

WHEREAS, in preparation for the scheduled mediation, the Parties requested and exchanged certain information related to the Action. The Parties also prepared for mediation by laying out their respective positions on the litigation, including with respect to the merits, class certification and settlement, in detailed mediation statements.

WHEREAS, in the months and weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations. Plaintiffs provided a settlement demand to Azura which the Parties used as the starting point for pre-mediation negotiations and to which Azura made a counteroffer prior to the mediation.

WHEREAS, on December 12, 2024, the Parties engaged in an in-person mediation session before Bennett G. Picker of Stradley Ronon LLP in West Palm Beach, Florida. The mediation assisted the Parties in resolving their outstanding differences. With the aide and assistance of the

mediator, the Parties reached an agreement to settle this matter in principle and thereafter the Parties were able to finalize all the terms of this Settlement Agreement and related documents.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings related to the Data Breach that were brought or could have been brought, as set forth more fully in the release contained herein, by Plaintiffs and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Azura's potential defenses, including conducting independent investigation and confirmatory discovery, conferring with Azura's Counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Azura may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Plaintiffs and the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class.

WHEREAS, Azura has similarly concluded that this Agreement is desirable in order to avoid the time, risk, inconvenience, distraction, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Azura specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Azura of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be

satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Action” or “Consolidated Federal Action” means the consolidated class action litigation captioned *Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*, filed on March 14, 2024 in United States District Court for the Eastern District of Pennsylvania and pending before the Honorable Michael M. Baylson.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Azura” or “Defendant” means Defendant Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care.
- 1.6 “Azura’s Counsel,” “Defendant’s Counsel,” or other references to counsel for Azura means attorney Howard E. Panensky and other attorneys at the law firm Pierson Ferdinand LLP.
- 1.7 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.8 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.9 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and

conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

- 1.10 “Claims Deadline” means the date by which all Claim Forms must be received by the Settlement Administrator to be considered timely and shall be set as the date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice(s), the Claim Form, and the Court’s order granting Preliminary Approval.
- 1.11 “Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 90 days thereafter.
- 1.12 “Class Counsel” means attorneys Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP.
- 1.13 “Class Member” means a member of the Settlement Class.
- 1.14 “Class Representatives” and “Plaintiffs” mean Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach.
- 1.15 “Court” means the United States District Court for the Eastern District of Pennsylvania.
- 1.16 “Data Breach” refers to the alleged unauthorized data incident and access that occurred between September 27, 2023 and October 9, 2023 and that is the subject of the Action.
- 1.17 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not a result of Data Breach, as further described in Section 3.2(a) below. Documented Losses must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breach and incurred on or after September 27, 2023.
- 1.18 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.19 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.20 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

- 1.21 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit B**.
- 1.22 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure.
- 1.23 “Judgment” means the final judgment to be entered by the Court, to be substantially similar to the form of **Exhibit C**.
- 1.24 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit D**.
- 1.25 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.
- 1.26 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice (postcard and email), the Long Form Notice, and the Settlement Website and toll-free telephone line.
- 1.27 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than 35 days after entry of the Preliminary Approval Order.
- 1.28 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.29 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be 60 days following the Notice Date. The deadline for filing an objection will be set forth in the Long Form Notice, the Summary Notice(s), and the Court’s order granting Preliminary Approval.
- 1.30 “Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 60 days following the Notice Date. The deadline for filing a Request for Exclusion shall be clearly set forth in the Long Form Notice, the Summary Notice(s), and the Court’s order granting Preliminary Approval.

- 1.31 “Parties” means the Plaintiffs and Defendant Azura.
- 1.32 “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, driver’s 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.
- 1.33 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to be disseminated to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**.
- 1.34 “Reasonable Documentation” means documentation supporting a claim for Documented Loss(es) including, but 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.
- 1.35 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive, special or exemplary damages, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted by or on behalf of the Settlement Class in the Action related to or arising from the Data Breach regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released Claims” do not include any claims against any entity other than Released Parties and are subject to Section 4 below.
- 1.36 “Released Parties” means Defendant and its respective current or former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

- 1.37 “Request for Exclusion” is the written communication by a Class Member in which he or she requests to be excluded or opt-out from the Settlement Class pursuant to the terms of the Agreement.
- 1.38 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Section 8 below.
- 1.39 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.40 “Settlement Administrator” means RG/2 Claims Administration LLC, the third-party class action settlement administrator agreed to by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and Azura’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.41 “Settlement Benefit(s)” means any Settlement Payments—including the Documented Loss Payments and the Cash Fund Payments—and the prospective relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.42 “Settlement Class” and “Class” means 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.
- 1.43 “Settlement Fund” means the sum of Three Million One Hundred Fifty Thousand Dollars and No Cents (\$3,150,000.00), to be paid by Azura and/or its insurers, as specified in Section 3.1 of this Agreement.
- 1.44 “Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 3.2 herein.
- 1.45 “Settlement Website” means www.azuradatasettlement.com to be created, launched within 14 days after entry of the Preliminary Approval Order, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to

relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

- 1.46 “Summary Notice(s)” means the summary postcard notice and email notice of the proposed Settlement, substantially in the form collectively attached hereto as **Exhibit F**.
- 1.47 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.
- 1.48 “Unknown Claims” means any and all Released Claims that Azura or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class

Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

2.1 In addition to the Settlement Fund, 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, which include but are not limited to:

1. Enhanced password protocols;
2. Enhanced vulnerability monitoring and response capabilities;
3. Retention of qualified third-party vendors to assist in augmenting Azura’s information and data security program;
4. Enhanced cybersecurity training;
5. Additional FTEs to support the management and operations of Azura’s network and related cybersecurity;
6. Replaced and enhanced endpoint management and security; and
7. Updated and enhanced incident response preparedness.

2.2 Azura will provide Class Counsel with sufficient information to confirm that each of these measures has been implemented.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

3.1 Within 30 days after receiving (1) the Settlement Administrator’s completed W-9 form and (2) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), Azura agrees to make or cause to be made a payment in the amount of Three Million One Hundred Fifty Thousand Dollars and No Cents (\$3,150,000.00), to a bank account designated by the Settlement Administrator. That account will be an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards. For the avoidance of doubt, and for

purposes of this Settlement Agreement only, Azura's liability shall not exceed the Settlement Fund.

- 3.2 All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.
- 3.3 The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.
- 3.4 Settlement Payments: Each Class Member may qualify and submit a claim for one of the following cash Settlement Payments:
 - (a) Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to \$10,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement

and that the loss is more likely than not related to the Data Breach. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected and the Class Member's claim will instead be automatically placed into the Cash Fund Payment category below at the discretion of the Settlement Administrator.

- (b) Cash Fund Payment. In the alternative to the Documented Loss Payment Settlement Benefit, Class Members may submit a claim to receive a pro rata Settlement Payment in cash (i.e., a "Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 3.7 below. Class Members who submit a Claim for a Cash Fund Payment will not be entitled to select the Documented Loss Payment Settlement Benefit provided for under Section 3.2(a).
- 3.5 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.
- 3.6 Deadline to File Claims. Claim Forms must be postmarked (if mailed) or electronically received (if filed on the Settlement Website) within 90 days after the Notice Date.
- 3.7 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable. If the Settlement Administrator determines a Claim for Documented Losses is insufficient or otherwise denied for lack of supporting documentation, the Settlement Administrator has the direction to consider that Claim for a Cash Fund Payment instead.
- 3.8 Timing of Settlement Benefits. Within 30 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

- 3.9 Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Approved Claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied shall be referred to as the “Post DL Net Settlement Fund.” The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 3.2(b). The amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments.

In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations shall be performed by the Settlement Administrator.

- 3.10 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have 90 days following distribution to deposit or cash their benefit check.
- 3.11 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed by mutual agreement of the Parties to a Court-approved non-profit recipient. Should it become necessary to distribute any remaining amount of the Net Settlement Fund to a Court-approved non-profit recipient, the Parties shall petition the Court for permission to do so, which in this case will be the American Kidney Fund.
- 3.12 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the

Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

- 3.13 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Azura after the Effective Date.
- 3.14 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Azura and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.15 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Azura, its insurers and/or reinsurers in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein.
- 3.16 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.
- 3.17 Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Azura with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 7 Business Days prior to making such withdrawal or payment.
- 3.18 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.
- 3.19 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the

Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative and Class Member as a result of any benefit or payment received as a result of the Settlement. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.20 Limitation of Liability.

- (a) Azura, Azura's insurers and reinsurers, and Azura's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Azura, Azura's insurers and reinsurers, and Azura's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination,

administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. RELEASE

- 4.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Breach or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.
- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Azura stipulate to the certification of the Settlement Class, which is

contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Azura reserves the right to contest class certification for all other purposes. Plaintiffs and Azura further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 120 days after the entry of the Preliminary Approval Order. The Parties may file a response to any objections to the Settlement and a Motion for Final Approval no later than 14 days after the Objection Deadline.

6. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members via email, to the extent email information is available for some or all of the Settlement Class, and, otherwise, by direct mail. In order to achieve the greatest Notice practicable, direct notice will be enhanced by a mutually agreed upon digital press release, to be disseminated by the Settlement Administrator.
- 6.4 Settlement Class List. Within 14 days after the issuance of the Preliminary Approval Order, Azura will provide to the Settlement Administrator a list of any and all names, mailing addresses, telephone numbers, and email addresses (if any) of any and all Class Members that it has in its possession, custody, or control.
- 6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall not be used for marketing purposes by the Settlement Administrator; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose.
- 6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without

a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

- 6.7 Settlement Website. Prior to any dissemination of the Summary Notice(s) and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet in accordance with this Agreement. The Settlement Administrator shall create, update, and maintain the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.
- 6.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than 60 days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be in writing and must identify the case name “*Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*”; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*.’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

In the event that within 10 days after the Opt-Out Period as approved by the Court, there have been more than 33,400 (i.e., 10% of the Settlement Class) timely and valid individual opt-outs (exclusions) submitted, Azura may, by notifying Class Counsel and the Court in writing, void this Agreement. If Azura terminates the Agreement under this section, Azura shall be obligated to pay the Administrative Expenses incurred by the Settlement Administrator to that date for work performed in connection with the Agreement.

The Settlement Administrator shall provide Class Counsel and Azura's Counsel with the opt-out list no later than 5 days following the Opt-Out Period

- 6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than 60 days after the Notice Date (the "Objection Deadline"). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A, or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by return mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and the Parties, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for any postcard Summary Notices that are returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Azura's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Azura's Counsel with information concerning Notice, administration, and implementation of

the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

- (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Azura's Counsel a copy thereof no later than 5 days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Azura's Counsel;
- (ii) Provide weekly reports to Class Counsel and Azura's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Azura's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iii) Make available for inspection by Class Counsel and Azura's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (iv) Cooperate with any audit by Class Counsel or Azura's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

8. SERVICE AWARDS

- 8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$2,500 per Class Representative. Class Counsel may request Service Awards for the Class Representatives as part of their motion for a Fee Award and Costs, which must be filed no later than 14 days prior to the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall

be paid by the Settlement Administrator, in the amount approved by the Court, within 5 Business Days after the Effective Date.

- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to 35% of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than 14 days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within 5 Business Days after the Effective Date.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards. Azura reserves the right to oppose or challenge Plaintiffs' request for Class Counsel's Fee Award and Costs, and Class Representative Service Awards.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 10.1 The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
- (a) Azura and Class Counsel execute this Agreement;
 - (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit E**, without material change;
 - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
 - (d) The Court enters the Final Approval Order and Judgment attached hereto as **Exhibit B** and **Exhibit C**, respectively, without material change; and

- (e) The Final Approval Order and Judgment have become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.
- 10.2 In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, or the Final Approval Order and Judgment does not become Final (as described in Paragraph 10.1(e) of this Agreement), Azura may at its sole discretion terminate this Agreement on 5 Business Days written notice from Azura’s Counsel to Class Counsel.
- 10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 14 days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within 7 days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.
- 10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.11, 3.13, 3.14, 3.15, 10.5, and 10.6 herein) and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.6 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated pursuant to any provision herein, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this

Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against Azura as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Azura with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Azura;
- (b) shall not be offered or received against Azura as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Azura;
- (c) shall not be offered or received against Azura as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Azura, in any other civil, criminal, regulatory, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Azura as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Azura have any merit.

12. REPRESENTATIONS

12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Andrew W. Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, Pennsylvania 19087
Telephone: (310) 474-9111
aferich@ahdootwolfson.com

Benjamin F. Johns
SHUB JOHNS & HOLBROOK LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, Pennsylvania 19428
Telephone: (610) 477-8380
bjohns@shublawyrs.com

- 13.2 All notices to Azura or Azura's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Howard E. Panensky
PIERSON FERDINAND LLP
679 Westwood Ave., #2116
River Vale, New Jersey 07675
Telephone: (551) 298-5043
howard.panensky@pierferd.com

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice.

14. MISCELLANEOUS PROVISIONS

- 14.1 Representation by Counsel. The Class Representatives and Azura represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently

this Agreement with such legal counsel and agree to the particular language of the provisions herein.

- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.
- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

- 14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 Interpretation.
- (a) Definitions apply to the singular and plural forms of each term defined.
 - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”
- 14.13 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.
- 14.14 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations with the assistance of an experienced mediator.
- 14.15 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 14.16 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.17 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.18 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.19 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

- 14.20 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.21 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.22 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: February 14, 2025


steven gravley (Feb 14, 2025 00:45 EST)

Steven Gravley, Sr.

Plaintiff

Dated: February __, 2025

Tyrone Banks

Plaintiff

Dated: February __, 2025

Barbara Welzenbach

Plaintiff

Dated: February 14, 2025

AHDOOT & WOLFSON, PC



Andrew W. Ferich

Class Counsel for Plaintiffs

Dated: February __, 2025

SHUB JOHNS & HOLBROOK LLP

Benjamin F. Johns

Class Counsel for Plaintiffs

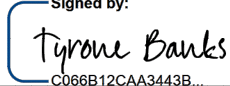
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: February __, 2025

Steven Gravley, Sr.

Plaintiff

Dated: February 14, 2025

Signed by:


C066B12CAA3443B...
Tyrone Banks

Plaintiff

Dated: February __, 2025

Barbara Welzenbach

Plaintiff

Dated: February __, 2025

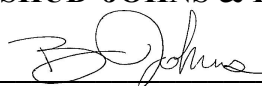
AHDOOT & WOLFSON, PC

Andrew W. Ferich

Class Counsel for Plaintiffs

Dated: February 14, 2025

SHUB JOHNS & HOLBROOK LLP



Benjamin F. Johns

Class Counsel for Plaintiffs

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: February __, 2025

Steven Gravley, Sr.

Plaintiff

Dated: February __, 2025

Tyrone Banks

Plaintiff

Dated: February 13, 2025


Barbara Welzenbach (Feb 13, 2025 19:40 EST)

Barbara Welzenbach

Plaintiff

Dated: February __, 2025

AHDOOT & WOLFSON, PC

Andrew W. Ferich

Class Counsel for Plaintiffs

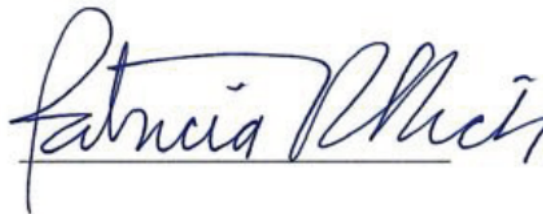
Dated: February __, 2025

SHUB JOHNS & HOLBROOK LLP

Benjamin F. Johns

Class Counsel for Plaintiffs

Dated: February 14, 2025



*On Behalf of Defendant Fresenius Vascular
Care, Inc. d/b/a Azura Vascular Care*

Dated: February 14, 2025

PIERSON FERDINAND LLP



Howard E. Panensky

*Counsel for Defendant Fresenius Vascular
Care, Inc. d/b/a Azura Vascular Care*

Exhibit A

Alternative Name(s)

[illegible]

Mailing Address, Line 1: Street Address/P.O. Box

[illegible]

Mailing Address, Line 2:

[illegible]

City:

[illegible]

State:

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Zip Code:

--	--	--	--	--

Cellular Telephone Number

[illegible]

Home Telephone Numbers

[illegible]

Email Address

[illegible]

Date of Birth (mm/dd/yyyy)

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Unique ID Number Provided on mailed Notice (if known)

[illegible]

III. CLASS MEMBERSHIP

7

Please check this box if you received a Notice related to this class action settlement, and you have provided your Unique ID Number in Section II above.

7

Please check this box if you have **not** received a letter notice but believe that you should be included in the Settlement Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Data Breach and are a Class Member.

You may select ONE of the following options:

IV. CASH FUND PAYMENT

1

If you wish to receive a flat Cash Fund Payment, you must check off the box for this section, and then simply return this Claim Form.

You will receive an email at the email address provided above after final approval prompting you to select how you would like to be paid. You can receive payment via a digital payment, or you can elect to receive a paper check.

OR

V. REIMBURSEMENT FOR DOCUMENTED LOSSES

Please check off this box for this section if you are electing to seek reimbursement for up to \$10,000 of Documented Losses you incurred that are more likely than not traceable to the Data Breach and not otherwise reimbursed by any other source. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Data Breach and incurred on or after September 27, 2023.

To make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the Data Breach by the Settlement Administrator based on the documentation you provide and the facts of the Data Breach. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator. If your claim for a Documented Loss Payment is rejected and you fail to cure the defect, your claim will automatically be considered as a claim for a Cash Fund Payment.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)																									
<input type="radio"/> Unreimbursed fraud losses or charges	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.			<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
		/			/																							
(mm/dd/yy)																												
\$.																						
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.			<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
		/			/																							
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<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.			<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>
		/			/																							
(mm/dd/yy)																												
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<input type="radio"/> Credit freeze	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.			<i>Examples: Notices or account statements reflecting payment for a credit freeze</i>
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<input type="radio"/> Credit monitoring that was ordered after September 27, 2023, through the date on which the Credit Monitoring and Insurance Services become	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.			<i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i>
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(mm/dd/yy)																												
\$.																						

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
available through this Settlement			
<input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges	<div> <div> <div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div><div></div><div></div> </div> </div>	<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Warren General Data Incident</i>
<input type="radio"/> Other (provide detailed description)	<div> <div> <div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div><div></div><div></div> </div> </div>	<i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i>

VI. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)

I, _____, declare that I suffered the Documented Losses claimed above.
[Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

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

Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]

VII. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking a Cash Fund Payment (Section IV) or Reimbursement for Documented Losses (Section V).

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VIII. 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 and any attachments are 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:

Date: _____

Print Name

Exhibit B

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, on _____, 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 _____, 2025. Class Members were 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 __ objections and __ opt outs to the Settlement. Those 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 \$_____ per Class Representative are fair and reasonable. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

17. The Court hereby approves an award of attorney's fees in an amount of \$_____ and, separately, litigation costs and expenses in an amount of \$_____. 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.

18. The Court has considered the ___ objection[s] to the Settlement. The Court finds and concludes that the objection[s] [is/are without merit, and is/are hereby overruled] **or** [There were no objections to the Settlement].

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

20. 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 C

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

[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

Exhibit D

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
 United States District Court for the Eastern District of Pennsylvania

Your Personal Information may have been compromised as a result of the Data Breach involving Azura Vascular Care between September 27, 2023, and October 9, 2023, and you may be entitled to benefits from a settlement.

This is not a solicitation from a lawyer. Please read this Notice carefully and completely.

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

- 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 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.
- 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.
- If you are a Class Member, you may be able to receive **one** of the following Settlement Benefits:

Documented Loss Payment: 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 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.

The Settlement Administrator will automatically treat uncured incomplete or defective Documented Loss Payment claims as claims for a Cash Fund Payment.

- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM SUBMITTED OR POSTMARKED BY: MONTH DD, 20YY	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.
EXCLUDE YOURSELF FROM THIS SETTLEMENT POSTMARKED BY: MONTH DD, 20YY	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.
OBJECT TO OR COMMENT ON THE SETTLEMENT POSTMARKED BY: MONTH DD, 20YY	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.
GO TO THE “FINAL APPROVAL” HEARING DATE: MONTH DD, 20YY	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 <u>not</u> required to attend the Final Approval Hearing.

This Settlement affects your legal rights even if you do nothing.

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

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

DO NOTHING	If you do nothing, you will not receive a cash payment and you will give up your rights to sue Azura and the Released Parties for the legal claims this Settlement resolves.
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Benefits or Settlement Payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is known as *Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*, No. 2:24-cv-01148, in the United States District Court for the Eastern District of Pennsylvania (the “Action”), before the Honorable Judge Michael M. Baylson. The individuals who filed this Action are called the “Plaintiffs” and the entity they sued, Azura, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

Plaintiffs filed this Action against Defendant, individually, and on behalf of members of the Settlement Class whose Personal Information may have been compromised as a result of the Data Breach.

Plaintiffs allege between September 27, 2023, and October 9, 2023, there was unauthorized access by a cybercriminal to the Defendant’s network and that Personal Information of certain of Defendant’s patients, guarantors, or other affiliated persons was exfiltrated. Plaintiffs brought this Action against Defendant.

The Plaintiffs allege that Azura failed to adequately protect their Personal Information and that they were injured as a result. Azura denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Azura denies these and all other legal claims made in the lawsuit. By entering into the Settlement, Azura is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach.

4. Why is there a Settlement?

The Class Representatives and Azura do not agree about the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Azura. Instead, the Class Representatives and Azura have agreed to settle the Action. The Class Representatives, Defendant, and their respective lawyers believe the Settlement is best for all Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

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. You may have been sent notice regarding the Data Breach previously by Azura following the incident.

If you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania)

6. Are there exceptions to individuals who are included as Settlement Class Members in the Settlement?

Yes. 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.azuradatasettlement.com, or call the Settlement Administrator's toll-free number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Class Member and you submit a timely and valid Claim Form, you may be eligible to receive one of the following Settlement Benefits:

Documented Loss Payment: 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 Defendant.

If you file a claim for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you do not cure your Claim Form, the Settlement Administrator may automatically treat and consider your claim as eligible for a Cash Fund Payment at the Settlement Administrator's discretion.

Cash Fund Payment: 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 agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two Settlement Benefit options is the best option for you.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement Payments will be made. Court awarded attorneys' fees up to a maximum of 35% of the \$3,150,000.00 Settlement Fund, reasonable costs and expenses incurred by Class Counsel, Administrative Expenses for costs of the settlement administration, any applicable taxes, and Service Awards of up to \$2,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Approved Claims for Documented Loss Payments up to \$10,000 per Class Member will be paid first. If you file for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you don't cure your claim, the Settlement Administrator will automatically treat and consider your claim as eligible for a Cash Fund Payment.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

2. If money remains in the Settlement Fund after paying Approved Claims for Documented Loss Payments, the amount of the Settlement Fund remaining will be used to create a “Post DL Net Settlement Fund,” which will be used to pay all timely and valid Cash Fund Payment claims. The value of Cash Fund Payment is unknown at this time, but will be calculated by subtracting from the Net Settlement Fund the amount paid for Approved Claims for Documented Loss Payments and after those expenses are deducted, the Post DL Net Settlement Fund will be divided pro rata to Class Members with Approved Claims for Cash Fund Payment.

10. What is the value of the Settlement?

The Settlement provides a \$3,150,000.00 Settlement Fund and a confirmation of certain enhanced cybersecurity measures designed to further strengthen Azura’s data and information security. Any court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits. Any costs associated with Azura’s enhanced cybersecurity measures have been paid by Azura separate from the Settlement Fund.

11. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

Section 4 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.azuradatasettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must submit a timely and valid Claim Form for the Settlement Benefits described in Question 8. Your Claim Form must be submitted online at www.azuradatasettlement.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. If you are electing the Cash Fund Payment, you may also submit a claim by completing and returning the tear-off Claim Form attached to the mailed notice you received. Claim Forms are also available on the Settlement Website at www.azuradatasettlement.com.com, by calling 1-XXX-XXX-XXXX, or by writing to:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

15. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

The approval process may take time. Please be patient and check www.azuradatasettlement.com.com for updates.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, and Benjamin F. Johns of Shub Johns & Holbrook LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 35% of the \$3.15 million Settlement Fund and, separately, reimbursement of reasonably incurred litigation costs and expenses. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,500 each for their efforts in achieving the Settlement. If awarded by the Court, the Fee Award and Costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the Fee Award and Costs and the Service Awards will be made available on the Settlement Website at www.azuradatasettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to individually sue or continue to sue Azura and/or the Released Parties on your own about the legal claims in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following: the case name “*Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*”; the name, address, telephone number and unique identifier of the Class Member seeking exclusion; the identity of any lawyer representing the Class Member seeking to opt out; a physical signature of the person(s) seeking exclusion; and a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*.’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

You cannot opt out (exclude yourself) electronically or by telephone or email.

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

19. If I exclude myself, can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this Action. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Breach. You must opt out of this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court you object to all or any part of the Settlement.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may file an objection. A Class Member must file in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date.

All written objections and supporting papers must clearly

- (a) identify the case name and number;
- (b) state the Class Member's full name, current mailing address, and telephone number;
- (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class;
- (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach);
- (e) identify the specific factual and legal grounds for the objection;
- (f) identify whether the objection is an objection to the Settlement in part or in whole;
- (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (h) identify all counsel representing the Class Member, if any;
- (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years;
- (j) include all documents or writings that the Class Member desires the Court to consider;
- (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and
- (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A, or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections by the Objection Deadline and in the manner set forth above and in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

To be timely, written notice of an objection including all the information above must be mailed to the Settlement Administrator, Class Counsel, and the Court by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of Court 3810 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106	Andrew Ferich Ahdoot & Wolfson P.C. 201 King of Prussia Rd. Suite 650 Radnor, PA 19087 Benjamin F. Johns Shub Johns & Holbrook LLP Four Tower Bridge 200 Barr Harbor Dr., Suite 400 Conshohocken, PA 19428	RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

22. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a m./p 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.

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.azuradatasettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for a Fee Award and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mail your written objection on time, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Action that are released by the Settlement relating to the Data Breach.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For more details about the Settlement, please see the Settlement Agreement and other related documents available at www.azuradatasettlement.com, by calling toll-free 1-XXX-XXX-XXXX, by contacting Class Counsel, or by visiting the office of the Clerk's Office, United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Azura Vascular Care Data Breach Litigation
(Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148,
United States District Court for the Eastern District of Pennsylvania

If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator at:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

PLEASE DO NOT CONTACT THE COURT OR CHAMBERS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.azuradatasettlement.com or call 1-XXX-XXX-XXXX

Exhibit E

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court, having considered all matters submitted to it at the preliminary approval hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order,¹ and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as Exhibit 1 is incorporated fully herein by reference.

¹ Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Steven Gravley, Sr, Tyrone Banks, and Barbara Welzenbach, individually and on behalf of all others similarly situated, and Defendant Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care.

3. This Order is based on Fed. R. Civ. P. 23.

4. The Court finds that the Parties' Settlement as set forth in **Exhibit 1** to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class.

PROCEDURAL HISTORY

5. This case arises from a Data Breach experienced by Azura between September 27, 2023 and October 9, 2023. During the Data Breach, an unauthorized third-party potentially gained access to an Azura computer system and deployed ransomware. The information impacted may have included the data of approximately 334,000 individuals, of which a substantial majority are patients, former patients, and guarantors of patients. The compromised data may have included names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, driver's 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.

6. Beginning in March of 2024, two putative class actions were filed in this Court on behalf of persons whose information was compromised as part of the Data Breach. The Plaintiffs in these cases allege, *inter alia*, that Azura failed to take reasonable measures to safeguard the sensitive data entrusted to it. The Court entered an order on April 30, 2024 consolidating these

cases under the first-filed case caption, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, and appointing Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as interim co-lead counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 10.

7. Plaintiffs filed the operative Consolidated Complaint on May 30, 2024. ECF No. 16. The Consolidated Complaint asserts claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, violations of consumer protection laws, breach of confidence, and seeks declaratory and injunctive relief. *Id.* Azura filed its motion to dismiss on July 15, 2024 seeking to dismiss the case in its entirety under Fed. R. Civ. P. 12(b)(1) and 12(b)(6). ECF No. 17. Plaintiffs filed an opposition to Azura's motion on August 28, 2024. ECF No. 23.

SETTLEMENT BENEFITS

8. The Settlement negotiated on behalf of the Class provides for a \$3,150,000 non-reversionary Settlement Fund that will be used to pay for Administrative Expenses, taxes, and any Class Representative Service Awards and Fee Award and Costs. The remaining amount in the net settlement fund (the "Net Settlement Fund") will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. Class Members may submit a Claim Form for only one of the following Settlement Benefits:

a. Documented Losses Payment: Class Members may submit a Claim Form for a Documented Losses Payment seeking up to \$10,000 per person for the reimbursement of documented losses supported by Reasonable Documentation. Documented Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Breach. The Settlement Administrator will review these claims for compliance with the

requirements of the Settlement Agreement. Any claim for a Documented Loss Payment that is rejected, if not timely cured, will be considered for a Cash Fund Payment by the Settlement Administrator.

b. Cash Fund Payment: Class Members may instead elect to receive a *pro rata* flat cash payment (“Cash Fund Payment”). The actual amount a Class Member will receive for this option may be more or less depending on the number of Approved Claims submitted. Settlement Class Members who submit a Claim for a Cash Fund Payment are not entitled to also select the Documented Loss Payment.

9. In addition to the monetary Settlement Benefits, Azura has made changes and enhancements to its data and information security posture, at its expense and separate from the Settlement Fund, which are designed to strengthen Azura’s data and information security.

10. The Settlement Fund shall be used to make payments for the following: (i) Notice and Administrative Expenses; (ii) attorneys’ fees and litigation costs and expenses (i.e., any Fee Award and Costs); (iii) Approved Claims for Documented Losses Payments, up to \$10,000 per Claim; (iv) Approved Claims for Cash Fund Payments, to be paid on a *pro rata* basis; (v) any awarded Class Representative Service Awards; and (vi) taxes.

11. The Settlement Fund is non-reversionary. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, assuming such payment is over \$3.00. Should any amount remain in the Net Settlement Fund, 100% of the amount remaining in the Net Settlement Fund 45 days following the 180-day

check negotiation period and after all efforts to re-send returned Settlement payments have concluded, shall be given to the American Kidney Fund.

SETTLEMENT CLASS CERTIFICATION

12. For purposes of settlement only, the Court provisionally certifies the Settlement Class, defined as follows:

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.

13. The Court provisionally finds, pursuant Fed. R. Civ. P. 23(a) and (b), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

CLASS COUNSEL AND THE CLASS REPRESENTATIVES

14. Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

15. The Court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP are experienced and adequate counsel, and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

16. No later than 35 days after the entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class as follows:

a. For any Class Member for whom an email address is reasonably available, the Settlement Administrator will send the Summary Notice via email;

b. For any Class Member for whom a physical address is reasonably available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid;

c. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Azura;

d. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

e. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for those postcard Summary Notices that are

returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Class members whose new addresses were identified as of that time through address traces. The Parties have the discretion to elect alternative means of Class Member notice in lieu of re-mailing postcard notices; and

f. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

17. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet. The Settlement Administrator shall create, maintain, and periodically update the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaint, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

18. The Long Form Notice, Summary Notices (postcard Notice and email Notice), and Claim Form, attached as Exhibits D, F, and A, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the form, content, and method of providing the Notice, as described in the Settlement Agreement,

including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members.

19. The Notice Plan set forth in the Settlement Agreement provides the best notice practicable under the circumstances, and is hereby approved.

20. The Settlement Administrator is directed to carry out Notice and the Notice Plan, as set forth in the Settlement Agreement.

OPT-OUT AND OBJECTIONS

21. Class Members may submit a request to opt-out or object to the Settlement within 60 days after the Notice Date. Any Class Member may submit a request to opt-out of the Settlement at any time during the Opt-Out Period by adhering to the requirements of Section 6.8 of the Settlement Agreement. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a valid claim.

22. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

23. Any Class Member who wishes to object shall submit a timely written notice of his or her objection by the Objection Deadline, which is within 60 days after the Notice Date. For an objection to be considered by the Court, the objection must comply with all requirements set forth in Section 6.9 of the Settlement Agreement. All objections must be filed or postmarked on or before the Objection Deadline.

24. Any Class Member who does not make their objections in the manner and by the date set forth in the last paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

25. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to the applicable appellate rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

26. The Class Representatives, Class Counsel, and Azura and its counsel have created a process for assessing the validity of claims and a payment methodology to Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in Section 3 of the Settlement Agreement.

27. The Court appoints RG/2 Claims Administration LLC as Settlement Administrator.

28. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

29. Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

30. If the Final Approval Order and Judgment are entered, all Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order and Judgment.

31. The Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Benefits to those Class Members who submit an Approved Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs and expenses awarded to Class Counsel; (4) all Notice and Administrative Expenses; and (5) applicable taxes, pursuant to the terms and conditions of the Settlement Agreement.

FINAL APPROVAL HEARING

32. A Final Approval Hearing shall be held [no earlier than 120 days after entry of this Order] on _____, 2025 at 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A, to be noticed on the Settlement Website.

33. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

34. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the motion for a Fee Award and Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

(a) Determine that the Settlement is fair, adequate, and reasonable; (b) Finally certify the Settlement Class for settlement purposes only; (c) Determine that the Notice Plan satisfies Due Process requirements; (d) Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order, bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the Court's injunctions; (e) Release Defendant and the Released Parties from the Released Claims; and (f) Reserve the Court's continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Defendant, Plaintiffs, all Class Members, and all objectors, to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

35. Class Counsel shall file a motion for attorneys' fees, litigation costs and expenses, and Class Representatives' requests for Service Awards no later than 14 days prior to the Objection Deadline.

36. Class Counsel shall file a motion for final approval of the Settlement no later than 14 days after the Objection Deadline.

TERMINATION

37. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with Section 10 of the Settlement Agreement.

38. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

39. In the event the Settlement Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Administrative Expenses paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall promptly return the balance of the Settlement Fund to Defendant following termination.

40. In the event of a termination, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

41. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

42. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Azura of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SUMMARY OF DEADLINES

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

Defendant shall prepare and provide the Class List to the Settlement Administrator	14 days after the Court enters the Preliminary Approval Order
Deadline to mail and email, publish Notices (the “Notice Date”)	No later than 35 days after the Court enters the Preliminary Approval Order
Deadline to File Motion for Fee Award and Costs, and Service Awards	At least 14 days prior to the Objection Deadline
Deadline to File Requests for Exclusion and Objections to Settlement	60 days after the Notice Date
Deadline to file Motion for Final Approval of Settlement	Within 14 days after the Objection Deadline
Deadline to File Claim Form	90 days after the Notice Date
Final Approval Hearing date	TBD [no earlier than 120 days after entry of the Preliminary Approval Order]

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 2025

HONORABLE MICHAEL M. BAYLSON
UNITED STATES DISTRICT JUDGE

Exhibit F

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-XXX-XXX-XXXX

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-XXX-XXX-XXXX.

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

«ScanString»

Postal Service: Please do not mark barcode

Unique Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID
NAME: «NAME
ADDRESS: «ADDRESS

AZURA VASCULAR CARE
DATA BREACH CLAIM FORM

«barcode»

1. Cash Fund Payment

☐ 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 ☐ Venmo ☐ 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:** _____ **Date:** _____

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 **DATE**, including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at www.azuradatasettlement.com. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. 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 **DATE**.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.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.

Business
Reply Mail

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

Court Approved Legal Notice

*Gravelly, 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-XXX-XXX-XXXX

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-XXX-XXX-XXXX

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 **DATE**, including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at www.azuradatasettlement.com. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. 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 **DATE**.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.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.

Exhibit 2

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

**JOINT COUNSEL DECLARATION IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Interim Co-Lead Class Counsel Benjamin F. Johns and Andrew W. Ferich, jointly
declare as follows:

1. Andrew W. Ferich, a partner at Ahdoot & Wolfson, PC ("AW"), and Benjamin F. Johns, a partner at Shub Johns & Holbrook LLP ("SJH"), are co-counsel for Plaintiffs.

2. This Declaration is submitted in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement filed contemporaneously herewith. We make the following declaration based upon our personal knowledge and, where indicated, based on information and belief. The executed Settlement Agreement ("SA") is attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is dated February 14, 2025. If called upon as witnesses, we could and would competently testify as follows:

Summary of the Litigation

3. This case relates to a Data Breach experienced by Azura between September 27,

2023 and October 9, 2023. During the Data Breach, an unauthorized third-party gained access to an Azura computer system and deployed ransomware. The information impacted may have included the data of approximately 334,000 individuals, of which a substantial majority are patients, former patients and guarantors of patients. The compromised data included patient names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, driver's license and state ID numbers, insurance policy and guarantor information, limited diagnosis and treatment information, and other information from patient medical or billing records.

4. Beginning in March of 2024, two putative class actions were filed in this Court on behalf of persons whose information was compromised as part of the Data Breach. The Court entered an order on April 30, 2024 consolidating these cases under the first-filed case caption, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, and appointing Messrs. Ferich and Johns as Interim Co-Lead Counsel. ECF No. 10.

5. On May 30, 2024, Plaintiffs filed the operative Consolidated Amended Complaint ECF No. 16. Azura filed a motion to dismiss the complaint in its entirety on July 15, 2024 (ECF No. 17) and Plaintiffs filed an opposition on August 28, 2024 (ECF No. 23).

6. Throughout this time, the Parties discussed the possibility of mediating the case with Bennett G. Picker of Stradley Ronon Stevens & Young, LLP. The parties submitted a stipulation to stay the case pending mediation on September 11, 2024 (ECF No. 28), which was approved by the Court the following day (ECF No. 29).

The Mediation and Settlement Negotiations

7. On December 12, 2024, the Parties took part in a mediation in Florida with Mr. Picker. Mr. Picker is a leading mediator in national data breach litigation, with an unparalleled

track record of successful mediations leading to court-approved settlements. ECF No. 28.

8. In anticipation of the mediation, Plaintiffs served Azura with numerous requests for documents and information relevant to the Data Breach. Plaintiffs also provided Azura with an opening settlement demand. Counsel for the Parties had several telephone calls leading up to the mediation – both with one another and with Mr. Picker. The Parties also exchanged their mediation statements and other relevant information prior to the mediation.

9. Throughout the mediation, we zealously advanced the Plaintiffs’ and Class Members’ positions. We were fully prepared to proceed with the litigation rather than accept a settlement that was not in the best interests of the Class. At all times, the negotiations were at arm’s length.

10. The mediation session was hard-fought and productive. With Mr. Picker’s assistance, by the end of the day the Parties reached an agreement in principle to settle the case.

11. The Parties thereafter spent significant amounts of time revising drafts and negotiating details of the final written Settlement Agreement that is now presented to the Court for approval.

12. The proposed Settlement is the product of significant investigation of Plaintiffs’ and Class Members’ claims. Co-counsel for Plaintiffs conducted extensive and lengthy interviews of Plaintiffs and other Class Members, reviewed the Plaintiffs’ documentation regarding the Data Incident, and analyzed the applicable laws of Pennsylvania regarding breaches of customers’ Private Information. Moreover, prior to the mediation, Defendant’s counsel provided additional details and facts surrounding the Data Incident, and events leading up to the Data Incident.

The Settlement

13. The Proposed Settlement Class is defined as:

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.

SA ¶ 1.42. The Settlement Class contains approximately 334,000 Class Members.

14. In exchange for the Settlement Benefits provided for under the Settlement Agreement, Class Members will release any and all claims (i.e., the Released Claims) against Azura and its Released Parties as set forth in the Settlement Agreement. *Id.* ¶¶ 4.1-4.2.

15. All Class Members may submit a Claim Form for either a Documented Loss Payment or a Cash Fund Payment (but not both). SA ¶ 3.4. A summary of these benefits is as follows:

(a) Documented Loss Payment. As an alternative to the Cash Fund Payment (defined below), Class Members may submit a claim for a Settlement Payment of up to \$10,000.00 per Class Member for reimbursement in the form of a Documented Loss Payment.

(b) Cash Fund Payment. As an alternative to the Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* Settlement Payment in cash (i.e., the Cash Fund Payment). *Id.*

16. Settlement Class Members who submit a claim for a Documented Loss Payment that is deficient and that cannot be cured after a reasonable opportunity will have their claim deemed one for a Cash Fund Payment (rather than the claim being denied outright). *Id.* ¶ 3.4(b).

17. The monetary settlement here results in a payment of approximately \$3,150,000.00

into a non-reversionary Settlement Fund (*id.* ¶ 3.1) that will be used to pay for Administrative Expenses, any Fee Award and Costs, any Service Awards, and taxes (*id.* ¶ 3.9). The remaining amount, i.e., the Net Settlement Fund, will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. *Id.*

18. In addition, the Settlement provides for significant injunctive relief aimed at strengthening the Azura’s data security measures. *Id.* ¶¶ 2.1-2.2.

Notice Plan and Settlement Administration

19. The Parties have selected RG/2 Claims Administration LLC (“RG/2”) to be the Settlement Administrator through a competitive bidding process. SA ¶ 1.40. RG/2 is a nationally recognized settlement administration company that has handled dozens of similar data breach settlements across the country. *See* Declaration of Jessie T. Montague (“Montague Decl.”) ¶ 3. RG/2’s Resume is attached to the Declaration of Jessie T. Montague Regarding Notice Administration as **Exhibit A**. All costs of the Notice and Settlement Administrator will be deducted from the Settlement Fund. S.A. ¶ 3.9. The Notice Plan provides for individual Notice to Class Members by the Settlement Administrator by direct mail or email—the same way Class Members were initially notified of the Data Incident. *Id.* ¶ 6.3; Montague Decl. ¶ 7. The Parties have also agreed to issue a press release.

20. The Long Form Notice describes the terms of the Settlement, including requests for Service Awards for the Class Representatives and attorneys’ Fee Award and Costs; informs Class Members about their right to object to the Settlement (and how to do so); provides the date, time, and place of the Final Approval hearing and the procedures for appearing at the hearing; and provides contact information for Class Counsel and the Settlement Administrator. The Long Form Notice is attached to the Settlement Agreement as **Exhibit D**.

21. The Settlement Administrator will also establish a dedicated Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. SA ¶¶ 1.45, 6.7; Montague Decl. ¶ 7(c).

22. The Settlement Website shall include relevant documents, including the following: (i) the Long Form Notice; (ii) the Claim Form, which will be available to download or submit electronically; (iii) this Settlement Agreement; (iv) the Preliminary Approval Order; (v) the operative Consolidated Class Action Complaint, filed in the Action before this Court; (vi) the motion for a Fee Award and Costs and Service Awards after it is filed; and (vii) any other materials agreed upon by the Parties and/or required by the Court. Class Members will be able to submit Claim Forms through the Settlement Website. *Id.*; SA ¶ 6.7.

23. The Settlement Administrator will also create a toll-free help line so Class Members can obtain additional Settlement information. SA ¶ 6.7; Montague Decl. ¶ 7(c).

24. Class Members will have until 90 days after the notice is issued to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. SA ¶ 1.10. The Claim Form is written in plain language to facilitate Class Members' ease in completing it. Montague Decl. ¶ 10.

25. The Settlement Administrator will be responsible for reviewing the Claim Forms and determine if they are complete and valid. SA ¶ 3.7. Should a claim be incomplete or defective, the Settlement Administrator shall request additional information and give the claimant 30 days to cure the defect. *Id.*

26. When a Class Member files a claim for a Documented Loss Payment that is rejected, and the Class Member fails to cure that claim, the claim instead will be considered as a claim for a Cash Fund Payment. *Id.*

27. Class Members will have 60 days from the Notice Date to opt-out or to submit a request for exclusion from the Settlement. SA ¶ 1.30. For a Class Members submit a Request for Exclusion to the Settlement, he or she must strictly comply with the requirements of the Settlement Agreement. *Id.* ¶ 6.8.

28. Any Class Member who wishes to object shall submit a timely written notice of his or her objection by the Objection Deadline which, like the Opt-Out Period, is sixty (60) days following the Notice Date. SA ¶¶ 1.29, 6.9.

Proposed Class Representative Service Awards and Attorneys' Fees

29. Plaintiffs have been dedicated and active participants on behalf of the Class they seek to represent. Plaintiffs actively assisted Plaintiffs' Counsel with their investigation. Plaintiffs sat through multiple interviews and provided supporting documentation and personal information throughout the process. Plaintiffs reviewed the complaints and the terms of the Settlement and communicated with their counsel regarding the Settlement.

30. Plaintiffs put their names and reputations on the line for the sake of the Class, and the recovery would not have been possible without their efforts.

31. Plaintiffs' Counsel kept in close contact with Plaintiffs during the litigation through numerous emails and personal telephone calls. Plaintiffs here have been vital in litigating this matter, have been personally involved in the case, and support the Settlement.

32. Class Counsel will request a \$2,500 service award to each Named Plaintiff in recognition of the time, effort, and expense they incurred in pursuing claims benefiting the Settlement Class. *Id.* ¶ 8.1.

33. Plaintiffs' Counsel have also devoted substantial resources to the prosecution of this action by investigating Plaintiffs' claims and that of the Settlement Class, including: obtaining,

reviewing and analyzing Plaintiffs' detailed personal records; analyzing Azura's records, privacy policies, and any remedial steps; analyzing the scope and number of persons impacted by the Data Incident; analyzing Azura's financial condition; participating in mediation; and, ultimately, negotiating a settlement that provides meaningful relief for the Settlement Class, despite the substantial litigation risks that were present.

34. Plaintiffs request that the Court appoint Mr. Ferich and Mr. Johns as Class Counsel for the Settlement Class. They are experienced and respected class action litigators with significant experience in data breach cases. As noted above, the Court previously appointed them as Interim Co-Lead Counsel on April 30, 2024. ECF No. 10. A copy of the AW and SJH firm resumes are attached to this Declaration as **Exhibits A and B**.

35. As part of the Settlement, Plaintiffs will separately file a motion for an award of attorneys' fees and reimbursement of litigation costs and expenses. SA ¶ 9.1. Plaintiffs' counsel intends to request up to 35% of the Settlement Fund, consistent with attorneys' fee awards and percentage for such awards under Pennsylvania and Third Circuit law. Co-counsel for Plaintiffs did not broach the topic of attorneys' fees until after agreeing on substantive settlement terms with Azura. *Id.*

36. Any approved Fee Award and Costs will be paid out of the Settlement Fund. *Id.* The Settlement is not conditioned upon the Court's award of any attorneys' fees or expenses. *Id.* ¶ 9.3. Plaintiffs will file a motion for a Fee Award and Costs (and Service Awards) no later than 14 days prior to the Objection Deadline and will post the same on the Settlement Website so that the motion may be easily accessed by Class Members. *Id.* ¶ 9.1.

37. The Plaintiffs and all Plaintiffs' Counsel recommend preliminary approval of the Settlement because it is well within the range of possible approval, represents a fair, reasonable,

and adequate settlement, and is in the best interests of the Settlement Class. This recommendation is based upon the information reviewed and gathered in the lead up to and at the mediation, proposed Class Counsel's independent investigation of the relevant facts and applicable law, and counsels' broad experience with other data breach cases.

38. The immediate benefits that the Settlement provides stand in contrast to the risks, uncertainties, and delays of continued litigation. Co-counsel for Plaintiffs thoroughly assessed those contingencies in considering the terms of the Settlement.

39. There is no side agreement among the Parties outside of the Settlement Agreement.

40. A proposed order granting the relief requested in Plaintiffs' Motion is submitted as an attachment to the filed motion.

We declare pursuant to 28 U.S.C. § 1746 and under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of February 2025.

/s/ Andrew W. Ferich
Andrew W. Ferich (PA I.D. # 313696)
AHDOOT & WOLFSON, PC

/s/ Benjamin F. Johns
Benjamin F. Johns (PA I.D. # 201373)
SHUB JOHNS & HOLBROOK LLP

Exhibit A



Ahdoot & Wolfson, PC (“AW”) is a nationally recognized law firm founded in 1998 that specializes in complex and class action litigation, with a focus on privacy rights, unfair and anti-competitive business practices, consumer fraud, employee rights, defective products, civil rights, and taxpayer rights and unfair practices by municipalities. The attorneys at AW are experienced litigators who often have been and are appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over two decades of its successful existence, AW has successfully vindicated the rights of millions of class members in protracted, complex litigation, conferring billions of dollars to the victims, and affecting real change in corporate behavior.

Profile of Partner Andrew W. Ferich



Mr. Ferich is a leading national data privacy practitioner known for his collaborative and cooperative approach with co-counsel, and his zealous advocacy for the clients and classes he represents. He has extensive experience serving in leadership and leadership support roles in complex class actions, including some of the highest profile data privacy and consumer class action cases.

Examples of Mr. Ferich’s leadership abound. He is routinely appointed as interim co-lead class counsel in major data breach class action litigations. *See, e.g., Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 2:24-cv-01876, ECF No. 23 (E.D. Pa. July 17, 2024) (over 4 million class members); *Bianucci v. Rite Aid Corp.*, No. 2:24-cv-03356, ECF No. 11 (E.D. Pa. Aug. 16, 2024) (Bartle III, J.) (over 2 million class members); *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961, ECF No. 75 (E.D. Pa. Sept. 30, 2024) (hub-and-spoke-like data breach involving Cencora f/k/a AmerisourceBergen and numerous of its pharma customer companies).

Mr. Ferich also recently was appointed to the Plaintiffs’ Steering Committee in the Snowflake MDL, a massive hub-and-spoke data breach litigation. *See In re: Snowflake, Inc. Data Security Breach Litigation*, 2:24-md-03126-BMM (D. Montana), ECF Nos. 253, 255 (appointing Mr. Ferich to the Plaintiffs’ Steering Committee and to serve on the law and briefing team and co-manage the Snowflake component of the litigation).

Mr. Ferich has been at the forefront of the highly publicized Accellion FTA hub-and-spoke data breach litigation. In two of the Accellion cases, final settlement approval was granted and Mr. Ferich was appointed as co-lead class counsel. See *Harbour, et al. v. California Health & Wellness Plan, et al.*, No. 5:21-cv-03322 (N.D. Cal.) (Hon. Edward J. Davila) (approved \$10 million nationwide class action settlement, that also provided robust injunctive relief); *Cochran, et al. v. The Kroger Co., et al.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF No. 115 (approved \$5 million nationwide class action settlement, that also provided robust injunctive relief).

Mr. Ferich has served or is serving as appointed class counsel in numerous data privacy and other consumer class actions. Below are a few additional examples of his many appointments and results in data privacy class actions:

- *Smeltz, et al. v. Logan Health, et al.*, No. A-DV-22-0124 (8th Judicial Dist. Ct., Cascade Cty. Mar. 31, 2022), a medical data breach class action where the sensitive information of hundreds of thousands of Montanans was reportedly exposed to cybercriminals. Mr. Ferich, with co-counsel, reached a \$4.3 million common fund settlement with the defendant that has received final approval. On appeal to the Montana Supreme Court, Mr. Ferich wrote the appellate briefing and overcame an objection that resulted in published opinion affirming the final approval order and shaped class action jurisprudence in the State of Montana.
- *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*, No. 2:24-cv-01148-MMB (E.D. Pa.), a medical information data breach case where Mr. Ferich was recently appointed by this Court as interim co-lead class counsel.
- *In re Keystone Data Breach Litig.*, No. 1:22-cv-01643-CCC (M.D. Pa.), a health information data breach impacting hundreds of thousands of Pennsylvanians, where Mr. Ferich is appointed as interim co-lead class counsel, and reached a common fund settlement that received final approval in a state court companion case.
- *Nelson v. Connexin Software Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW (E.D. Pa.), a pediatric medical information data breach case that has received final approval of a \$4 million common fund settlement, where Mr. Ferich is appointed to the Plaintiffs' Steering Committee ("PSC").
- *Leitermann, et al v. Forefront Dermatology SC, et al.*, No. 1:21-cv-00887-LA (E.D. Wis.), where the district court granted approval of a settlement in a medical privacy matter that included a \$3.75 million common fund and appointed Mr. Ferich as co-lead class counsel.

Mr. Ferich routinely is appointed in other major, non-privacy class action. For example, in *Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK) (JS)(D.N.J.), Mr. Ferich was co-lead counsel in an automotive defect class action that resulted in a settlement valued at \$6.25 million. The Court

observed that Mr. Ferich and his co-counsel “are very skilled and very efficient lawyers They’ve done a nice job.” In *Steinhardt et al. v. Volkswagen Group of America, Inc. et al.*, No. 3:23-cv-02291-RK-RLS (D.N.J.), Mr. Ferich is currently appointed co-lead settlement class counsel in lawsuit that alleged a defective belt start generator in certain Audi automobiles and involved hundreds of thousands of class members. That settlement, valued at over \$30 million, recently received final settlement approval. *Id.*, ECF No. 76; *see also Cilluffo, et al. v. Subaru of America, Inc., et al.*, No. 1:23-cv-01897-RBK-MJS (D.N.J.) (Mr. Ferich is appointed interim co-lead counsel in a second case against Subaru alleging defective infotainment systems in Subaru vehicles); *Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR (C.D. Cal.) (Mr. Ferich is class counsel in approved ERISA class action settlement relating to case alleging excessive 401(k) plan recordkeeping and administrative fees, and other fiduciary breaches).

Mr. Ferich is admitted to the bars of Pennsylvania, New Jersey, and the District of Columbia. He graduated from Georgetown University in 2009 and received his law degree from the Villanova University Charles Widger School of Law in 2012. Mr. Ferich has significant experience in consumer protection, ERISA/retirement plan, and whistleblower/*qui tam* litigation. Before joining the plaintiffs’ bar, Mr. Ferich was an attorney at an AmLaw 200 national litigation firm in Philadelphia where he focused his practice on commercial litigation and financial services litigation. Mr. Ferich possesses major jury trial experience and has assisted in litigating cases through all stages that have collectively resulted in hundreds of millions in settlement value in damages and injunctive relief for various classes and groups of people.

AW’s Results and Current Noteworthy Leadership Roles in Privacy Cases

AW has achieved excellent results as lead counsel in numerous complex class actions throughout its more than two decade existence.

As co-lead counsel in the *Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (N.D. Cal.) (Hon. Laurel Beeler), a nationwide class action alleging privacy violations from the collection of personal information through third-party software development kits and failure to provide end to end encryption, AW achieved an \$85 million nationwide class settlement that also included robust injunctive relief overhauling Zoom’s data collection and security practices.

As co-lead counsel in the *Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C D. Cal.) (Hon. Andrew J. Guilford), which affected nearly 15 million class members, AW achieved a settlement conservatively valued at over \$150 million. Each class member was entitled to two years of additional premium credit monitoring and ID theft insurance (to begin whenever their current credit monitoring product, if any, expires) plus monetary relief (in the form of either documented losses or a default payment for non-documented claims). Experian also provided robust injunctive relief. Judge Guilford praised counsel’s efforts and efficiency in achieving the settlement, commenting “You folks have truly done a great job, both sides. I commend you.”

In *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M. Loftus), a class action arising from Google's alleged illegal collection, storage, and use of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, AW achieved a settlement that establishes a \$100 million non-reversionary cash settlement fund and provides meaningful prospective relief for the benefit of class members.

As an invaluable member of a five-firm PSC in the *Premiera Blue Cross Customer Data Sec. Breach Litigation*, No. 3:15-cv-02633-SI (D. Or.) (Hon. Michael H. Simon), arising from a data breach disclosing the sensitive personal and medical information of 11 million Premiera Blue Cross members, AW was instrumental in litigating the case through class certification and achieving a nationwide class settlement valued at \$74 million.

Similarly, in the *U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-1394-ABJ (D D.C.) (Hon. Amy Berman Jackson), AW, as a member of the PSC, briefed and argued, in part, the granted motions to dismiss based on standing, briefed in part the successful appeal to the D.C. Circuit, and had an important role in a preliminarily approved settlement providing for a \$63 million settlement fund.

In *The Home Depot, Inc., Customer Data Sec. Breach Litigation*, No. 1:14-md-02583-TWT (N D. Ga.) (Hon. Thomas W. Thrash Jr.), AW served on the consumer PSC and was instrumental in achieving a \$29 million settlement fund and robust injunctive relief for the consumer class.

AW also currently serves on the PSC in *Am. Med. Collection Agency, Inc., Customer Data Sec. Breach Litigation*, No. 2:19-md-2904-MCA-MAH (D N.J.) (Hon. Madeline Cox Arleo), a class action arising out of a medical data breach that disclosed the personal and financial information of over 20 million patients, as well as many other data breach class actions.

* * *

AW has all the resources at its disposal necessary to effectively and efficiently litigate large scale class action litigation. The firm has never used litigation funding for any of its cases. AW employs 11 attorneys and numerous paralegals and support staff, and is willing and able to deploy its resources as needed in each of the cases it is leading. More information about AW and its lawyers is available at the firm's website, <https://www.ahdootwolfson.com>.

Exhibit B



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Jonathan Shub is a co-founder of Shub Johns & Holbrook LLP. Mr. Shub graduated from American University (Washington, D.C.), B.A., in 1983 and Delaware Law School of Widener University (now Widener University Delaware School of Law), cum laude, in 1988. While enrolled in Delaware Law School of Widener University, he served as the Law Review Articles Editor. Jon was a Wolcott Fellow Law Clerk to the Hon. Joseph T. Walsh, Delaware Supreme Court in 1988. He is a member of the American Association of Justice (past chairman of class action litigation section), the American Bar Association and the Consumer Attorneys of California. Jon was named a Pennsylvania SuperLawyer from 2005-2009 and 2012-2024. Jon is also an active member of his local synagogue and an avid political fundraiser.

Jon is recognized as one of the nation's leading class action consumer rights lawyers, based on his extensive experience and successes representing classes of individuals and businesses in a vast array of matters involving unlawful conduct. Jon has gained notable attention in the area of defective consumer electronics and computer hardware as a result of many leadership positions in federal and state cases against companies such as Hewlett-Packard, Maytag, IBM and Palm. In fact, Maximum PC Magazine, a leading industry publication, said years back that "Shub is becoming renowned for orchestrating suits that have simultaneously benefited consumers and exposed buggy hardware." He also has vast experience in mass tort class actions such as Vioxx, light tobacco litigation, and in consumer class actions such as energy deregulation. He is currently heavily involved in litigation on behalf of businesses that were denied insurance coverage involving COVID-19.

Jon launched his career in the Washington office of Fried, Frank, Harris, Shriver & Jacobson, where he worked on complex commercial matters including corporate investigations and securities litigation. He then moved into a practice of consumer protection and advocacy. Prior to joining Kohn, Swift & Graf, P.C., Jon was the resident partner in the Philadelphia office of Seeger Weiss LLP. He is a frequent lecturer on cutting edge class action issues, and is a past chairman of the Class Action Litigation Group of the American Association for Justice. Jon regularly appears in state and federal courts nationwide, and in many high profile consumer protection cases. Jon's leadership roles require him to develop the theories of liability for the entire class as well as the overall trial strategy for the cases. Most recently, Jon was co-lead and co-trial counsel in a case against municipality for violation of a state privacy law. The case was tried before U.S. District Judge Wendy Beetlestone, and resulted in a jury award of approximately \$68,000,000 to the Class.

Jon's experience in class action litigation includes the following leadership positions:

- *Barnes et al v. Unilever United States Incorporated*, No. 1:21-cv-6191(N.D. Ill.) (ECF 128) (Shub & Johns LLC appointed as Co-Lead Settlement Class Counsel in class action litigation against Unilever United States Incorporated for its manufacture and sale of defective aerosol products containing benzene chemicals);
- *Hasbrook v. EP Global Production Solutions, LLC, et al.*, Case No. 23STCV19711 (Cal. Super. Ct.) (Shub & Johns LLC appointed as Co-lead Settlement Class Counsel in a consumer class action data breach litigation in California);
- *Austin v. Kiwi Energy NY, LLC*, Index No. 515350/2017 (N.Y. Super. Kings Cty.)

(ECF No. 66) (preliminarily approving class action settlement against KIWI Energy LLC for deceptive advertising of residential energy prices and appointing Mr. Shub as Class Counsel);

- *Mercado v. Verde Energy USA, Inc.*, No. 18-cv-2068 (N.D. Ill. Aug. 18, 2021) (ECF No. 136) (court approved a settlement involving all individual residential consumers who enrolled in Verde Energy's variable rate electricity plan in connection with properties located in New York, Massachusetts, Illinois, New Jersey, Ohio or Pennsylvania arising out of allegations of deceptive advertising of residential energy practices);
- *In re: AZEK Building Products Inc. Marketing and Sales Practices Litigation*, MDL No. 2506, Civil Action No. 2:12-cv-06627-MCA-MAH, (D.N.J.) (ECF 219) (appointed as co-lead class counsel in settled national litigation against CPG International for deceptive advertising in connections with deceptive advertising of AZEK-branded decking products);
- *Tennille v. Western Union Company*, No. 09-cv-00938 (D. Colo.) (ECF No. 175) (appointed as part of the executive committee counsel in settled national litigation against Western Union for deceptive practices in connection with money transfers);
- *In re Facebook PPC Advertising Litig.*, No. 09-cv-3043 (N.D. Cal.) (ECF No. 56) (appointed as co-lead class counsel and as a member of the Plaintiffs' Executive Committee in litigation against Facebook for deceptive advertising practices); and
- *In re: Palm Treo 600 and 650 Litig.*, No. 05-cv-3774 (N.D. Cal.) (ECF No. 18) (appointed as co-lead counsel in a national class action involving defective smart phones).

Publications and Presentations:

- Moderator, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, "Finding the Right Class Action", New Jersey Association of Justice, June, 2016
- Speaker, "Nuts and Bolts of MDL Practice", Class Action Symposium, Chicago, Illinois, June, 2016
- Speaker, "Computer Technology and Consumer Products Class Actions", Consumer Attorneys of California 46th Annual Convention, November 2007
- Frequent speaker, American Association for Justice (formerly ATLA)
- Author, "Distinguishing Individual from Derivative Claims in the Context of Battles for Corporate Control", 13 Del. J. Corp. L. 579 (1998)
- Author, "Shareholder Rights Plans? Do They Render Shareholders Defenseless Against Their Own Management", 12 Del J. Corp, L. 991 (1997)
- Co-author, "Once Again, the Court Fails to Rein in RICO", Legal Times (April 27, 1992)
- Co-author, "Failed One-Share, One Vote Rule Let SEC Intrude in Boardroom", National LawJournal (October 8, 1990).



Benjamin F. Johns, a co-founding partner at Shub Johns & Holbrook LLP, is a consumer protection advocate with two decades of litigation experience. He is admitted to practice in all of the state and federal courts in Pennsylvania and New Jersey, and has personally argued in the Third Circuit, D.C. Circuit, PA Supreme Court, and PA Commonwealth Court. Over the course of his career, Mr. Johns has taken and defended hundreds of depositions, argued and won dispositive motions (including contested motions for class certification), and been appointed to leadership positions by various courts across the country. He was recently described by the legal publication Law360 as being a “data breach specialist.” He was the lead litigator at his prior firm in a case against Apple which resulted in a \$50 million settlement and was the No. 1 ranked Consumer Fraud settlement in California for 2022 by TopVerdict.com.

Mr. Johns is currently serving as court-appointed co-lead counsel in several consumer data breach class actions, including *Bianucci v. Rite Aid Corporation*, No. 2:24-cv-3356-HB (E.D. Pa.); *Gravley, Sr. v. Fresenius Vascular Care, Inc.*, No. 2:24-cv-1148 (E.D. Pa.); *In re NCB Management Services, Inc. Data Breach Litig.*, No. 2:23-cv-1236-KNS (E.D. Pa.); *In re Geisinger Health Data Security Incident Litig.*, No. 4:24-cv-01071-MWB (M.D. Pa.); *In re Community Health Systems, Inc. Data Sec. Litig.*, No. 3:23-cv-00285 (M.D. Tenn.) (now part of MDL No. 3090); *Drugich v McLaren Health Care Corp.*, No. 23-CV-12520 (E.D. Mich.); *Guarnaschelli et al. v. East River Medical Imaging, P.C.*, Index No. 656099/2023 (N.Y. Sup. Ct.); and *Salinas et al. v. Southwest Louisiana Hospital Association, d/b/a Lake Charles Memorial Health System*, No. 20213-0090 D (La. J. D. Ct.). He is also interim co-lead counsel in *Zeiders v. Volkswagen Group of Am., Inc.*, No. 2:24-cv-11197-BRM-JSA (D.N.J.).

Over the course of his career, Mr. Johns has provided substantial assistance in the prosecution and resolution of the following cases:

- *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR (E.D. Ky.) (Mr. Johns served as co-lead counsel in this case regarding a data breach at an entity that manages medical claims at certain correctional facilities, which ultimately resulted in a \$6.49 million settlement)
- *Nelson v. Connexin Software Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW (E.D. Pa.) (Mr. Johns served as co-lead counsel in this data breach class action brought by pediatric patients against an electronic medical records vendor, which resulted in a \$4 million settlement)
- *In re R&B Corporation of Virginia d/b/a Credit Control Corporation, Data Security Breach Litig.*, No. 4:23-CV-66 (E.D. Va.) (Mr. Johns served as co-lead counsel in this data breach class action against a debt collection agency which resulted in a \$1.6 million settlement)

- *In re Wright & Filippis, LLC Data Security Breach Litigation*, No. 2:22-cv-12908 (E.D. Mich.) (Mr. Johns served as co-lead counsel in this case involving a cyber security incident at a prosthetics and orthotics provider, which resulted in a \$2.9 million settlement)
- *In re Hope Coll. Data Sec. Breach Litig.*, No. 1:22-CV-01224-PLM (W.D. Mich.) (Mr. Johns was designated lead counsel in this data breach case against a private college in Michigan which resulted in a \$1.5 million settlement)
- *In re Onix Group, LLC Data Breach Litig.*, No. 23-2288-KSM (E.D. Pa.) (\$1.25 million common fund settlement); (Mr. Johns was designated co-lead counsel in this data breach case impacting consumer personal identifiable and private health information, resulting in a settlement valued at \$1.25 million).
- *In re Macbook Keyboard Litig.*, No. 5:18-cv-02813-EJD (N.D. Cal.) (Mr. Johns took and defended numerous depositions and successfully argued two motions to dismiss and co-argued plaintiffs’ motion for class certification in this widely-covered case against Apple which ultimately settled for a \$50 million common fund. In granting final approval to the settlement, the district court wrote that plaintiffs’ counsel “achieved excellent results for the class.”)
- *Kostka v. Dickey’s Barbecue Restaurants Inc.*, No. 3:20-CV-03424-K (N.D. Tex.) (Mr. Johns served as co-lead counsel in this consumer data breach case which resulted in a \$2.35 million common fund settlement)
- *Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK/JS) (D.N.J.) (Mr. Johns was co-lead counsel in this consumer class action involving allegedly defective infotainment systems in certain Subaru automobiles, which resulted a settlement valued at \$6.25 million. At the hearing granting final approval of the settlement, the district court commented that the plaintiffs’ team “are very skilled and very efficient lawyers...They’ve done a nice job.”)
- *Breneman v. Keystone Health*, Case No. 2023-618 (Pa. Ct. Com. Pl.) (Mr. Johns was co-lead counsel in this medical data breach class action which resulted in a \$900,000 common fund settlement)
- *In re Nexus 6P Product Liability Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (Mr. Johns served as co-lead counsel – and argued two of the motions to dismiss – in this defective smartphone class action. The case resulted in a settlement valued at \$9.75 million, which Judge Beth Labson Freeman described as “substantial” and an “excellent resolution of the case.”)
- *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal.) (Mr. Johns served as court-appointed co-lead counsel in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial.)

- *Weeks v. Google LLC*, 5:18-cv-00801-NC, 2019 U.S. Dist. LEXIS 215943, at *8-9 (N.D. Cal. Dec. 13, 2019) (Mr. Johns was co-lead counsel – and successfully argued against a motion to dismiss – in this defective smartphone class action. A \$7.25 million settlement was reached, which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”)
- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC (D. Colo.) (Mr. Johns served as co-lead counsel of behalf of a class of millions of cardholders who were impacted by a data breach at Chipotle restaurants. After largely defeating a motion to dismiss filed by Chipotle, the case resulted in a favorable settlement for affected consumers. At the final approval of the settlement, the district court noted that class counsel has “extensive experience in class action litigation, and are very familiar with claims, remedies, and defenses at issue in this case.”)
- *Hughes v. UGI Storage Co.*, 263 A.3d 1144 (Pa. 2021) (Mr. Johns argued this precedent-setting *de facto* takings matter before the Pennsylvania Supreme Court in October of 2021, which resulted in a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court’s dismissal of the case)
- *Bray et al. v. GameStop Corp.*, 1:17-cv-01365-JEJ (D. Del.) (Mr. Johns served as co-lead counsel for consumers affected by a data breach at GameStop. After largely defeating a motion to dismiss, the case was resolved on favorable terms that provided significant relief to GameStop customers. At the final approval hearing, the District Judge found the settlement to be “so comprehensive that really there’s nothing else that I need developed further,” that “the settlement is fair,” “reasonable,” and “that under the circumstances it is good for the members of the class under the circumstances of the claim.”)
- *In re: Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litig.*, No. 15-cv-18-JLL-JAD (D.N.J.) (Mr. Johns served on the Plaintiffs’ Steering Committee in this MDL proceeding, which involved allegedly defective wood-composite decking, and which ultimately resulted in a \$20 million settlement.)
- *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK (S.D. Fla.) (Mr. Johns was actively involved in these Multidistrict Litigation proceedings, which involve allegations that dozens of banks reorder and manipulate the posting order of debit transactions. Settlements collectively in excess of \$1 billion were reached with several banks. Mr. Johns was actively involved in prosecuting the actions against U.S. Bank (\$55 million settlement) and Comerica Bank (\$14.5 million settlement).)
- *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB (N.D. Ohio) (Mr. Johns was the primary associate working on this case which resulted in a \$20 million settlement on behalf of hospitals and surgery centers that purchased a sterilization device that allegedly did not receive the required pre-sale authorization from the FDA.)

- *West v. ExamSoft Worldwide, Inc.*, No. 14-cv-22950-UU (S.D. Fla.) (Mr. Johns was co-lead counsel in this case which resulted in a \$2.1 million settlement on behalf of July 2014 bar exam applicants in several states who paid to use software for the written portion of the exam which allegedly failed to function properly)
- *Henderson v. Volvo Cars of North America, LLC*, No. 2:09-cv-04146-CCC-JAD (D. N.J.) (provided substantial assistance in this consumer automobile case that settled after the plaintiffs prevailed, in large part, on a motion to dismiss)
- *In re Marine Hose Antitrust Litig.*, No. 08-MDL-1888 (S.D. Fla.) (settlements totaling nearly \$32 million on behalf of purchasers of marine hose.)
- *In re Philips/Magnavox Television Litig.*, No. 2:09-cv-03072-CCC-JAD (D. N.J.) (settlement in excess of \$4 million on behalf of consumers whose flat screen televisions failed due to an alleged design defect. Mr. Johns argued against one of the motions to dismiss.)
- *Allison, et al. v. The GEO Group*, No. 2:08-cv-467-JD (E.D. Pa.), and *Kurian v. County of Lancaster*, No. 2:07-cv-03482-PD (E.D. Pa.) (settlements totaling \$5.4 million in two civil rights class action lawsuits involving allegedly unconstitutional strip searches at prisons)

Mr. Johns was elected by fellow members of the Philadelphia Bar Association to serve a three-year term on the Executive Committee of the organization's Young Lawyers Division. He also served on the Editorial Board of the Philadelphia Bar Reporter and the Board of Directors for the Dickinson School of Law Alumni Society. Mr. Johns has been published in the Philadelphia Lawyer magazine and the Philadelphia Bar Reporter. While in college, Mr. Johns was on the varsity basketball team and spent a semester studying abroad in Osaka, Japan. He graduated from Harriton High School in 1998 as the then all-time leading scorer in the history of the boys' basketball program. Ben has been named a "Lawyer on the Fast Track" by The Legal Intelligencer, a "Top 40 Under 40" attorney by The National Trial Lawyers, and a Pennsylvania "Rising Star"/"Super Lawyer."

Education

- Penn State Dickinson School of Law, J.D., 2005 – Woolsack Honor Society
- Penn State Harrisburg, M.B.A., 2004 – Beta Gamma Sigma Honor Society
- Washington and Lee University, B.S., 2002 – *cum laude*
- Kansai Gaidai University, Osaka Prefecture, Japan (studied abroad during 2000-2001 semester)
- Executive Committee, Young Lawyers Division of the Philadelphia Bar Association
- Board Member, The Dickinson School of Law Alumni Society
- Editorial Board, Philadelphia Bar Reporter 2013-16
- Former Member, Washington and Lee Alumni Admissions Program

Admissions

- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fifth Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the District of Columbia Circuit
- United States District Court for the Eastern District of Pennsylvania
- United States District Court for the Middle District of Pennsylvania
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of New Jersey
- United States District Court for the District of Colorado
- United States District Court for the Northern District of Illinois
- United States District Court for the Central District of Illinois
- United States District Court for the Eastern District of Michigan
- United States District Court for the Western District of Michigan
- United States District Court for the Eastern District of Wisconsin
- United States Court of Federal Claims
- Supreme Court of Pennsylvania
- Supreme Court of New Jersey

Memberships and Associations

- Named a “Lawyer on the Fast Track” by *The Legal Intelligencer*
- Named to the Pennsylvania “Rising Stars” List from Super Lawyers: 2010-Present
- Recognized as a “Top 40 Under 40” lawyer by The National Trial Lawyers
- Member of the Delaware County Bar Association



Samantha E. Holbrook, a co-founding partner of Shub Johns & Holbrook LLP, has extensive experience in consumer protection class action litigation. Prior to joining the firm, Ms. Holbrook practiced at two different national class action law firms where she represented consumers and investors in nationwide class actions. Ms. Holbrook has experience handling and litigating all aspects of the prosecution of national class action litigation asserting claims under state and federal law challenging predatory lending practices, product defects, breach of fiduciary duty, antitrust claims, consumer fraud and unfair and deceptive acts and practices in federal courts throughout the country.

Ms. Holbrook has also obtained favorable recoveries on behalf of multiple nationwide classes of borrowers whose insurance was force-placed by their mortgage services.

Ms. Holbrook received her law degree from Temple University Beasley School of Law. While in law school, she served as the President of the Moot Court Honor Society and President of the Student Animal Legal Defense Fund. She was also a member of Temple's nationally recognized Trial Team. Upon graduating, she served as an adjunct professor for Temple coaching its Trial Team from 2013-2018. Ms. Holbrook received her undergraduate degrees from the Pennsylvania State University in Political Science and Spanish. While in college, Ms. Holbrook spent a semester studying abroad in Sevilla, Spain. She is proficient in Spanish. Ms. Holbrook also currently serves as the Board President for Citizens for a No-Kill Philadelphia, a Philadelphia-based animal welfare advocacy organization, and serves on the Board of Directors of City of Elderly Love, a senior-focused animal rescue organization.

Ms. Holbrook has been recognized by Pennsylvania Super Lawyers as a Rising Star for each year from 2020-2024. She has also been recognized as a Top Young Rising Attorney in Pennsylvania in 2020, and a Pennsylvania & Delaware Top Attorneys Rising Stars in 2021. She is admitted to practice in all federal and state courts in Pennsylvania and New Jersey.

Over the course of her career, Ms. Holbrook has provided substantial assistance in the prosecution of the following cases:

- *In re HealthEquity, Inc. Data Security Incident Litigation*, No. 2:2024-cv-00528 (D. Utah.) (appointed to serve on Plaintiff's Executive Committee in a consumer class action medical data breach litigation pending in Utah);
- *Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 24-cv-1876 (E.D. Pa.) (ECF No. 23) (appointing Ms. Holbrook as Liaison Counsel in data breach class action);
- *In re F21 OPCO LLC Data Breach Litigation*, No. 2:2023-cv-07390 (C.D. Ca.) (appointed as Plaintiffs' Co-lead Counsel in a consumer class action data breach litigation pending in California);

- *Lockhart et al., v. El Centro Del Barrio d/b/a CentroMed*, No. 5:23-cv-01156 (W.D. Tx.) (appointed as Plaintiff's Interim Co-Lead Counsel in a consumer class action medical data breach litigation pending in Texas);
- *Krenk v. Murfreesboro Medical Clinic, P.A. D/B/A Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (Rutherford Cir. Ct.) (appointed to the Plaintiffs' Steering Committee in a consumer class action medical data breach litigation pending in Tennessee);
- *Doe v. Highmark, Inc.*, No. 2:23-cv-00250 (W.D. Pa.) (provisionally appointed as a member of the Plaintiffs' Executive Committee in this medical data breach litigation pending in Pennsylvania);
- *Suarez v. Nissan North America*, No. 3:21-cv-00393 (M.D. Tenn.) (appointed lead class counsel in a consumer class action alleging defective headlamps in Nissan Altima vehicles which reached a settlement valued at over \$50 million that provides reimbursements, free repairs, and an extended warranty);
- *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-cv-03424-K (N.D. Tex.) (appointed as additional interim class counsel on behalf of consumers whose sensitive payment card information was exposed in a data breach at Dickey's restaurant chains);
- *In re Wawa, Inc. Data Security Litig.*, No. 2:19-cv-06019-GEKP (E.D. Pa.) (achieved \$12 million settlement on behalf of consumers whose sensitive payment card information was exposed to criminals as part of a highly-publicized data breach);
- *Lacher et al v. Aramark Corp.*, 2:19-cv-00687 (E.D. Pa. 2019) (represented a class of Aramark's current and former managers alleging that Aramark breached its employment contracts by failing to pay bonuses and restricted stock unit compensation to managers nationwide);
- *Turner v. Sony Interactive Entertainment LLC*, No. 4:21-cv-02454-DMR (N.D. Cal.) (class action lawsuit alleging that Sony's PlayStation 5 DualSense Controller suffers from a "drift defect" that results in character or gameplay moving on the screen without user command or manual operation of the controller thereby compromising its core functionality);
- *Board of Trustees of the AFTRA Retirement Fund, et al. v. JPMorgan Chase Bank, N.A.*, 09-CV-686 (SAS), 2012 WL 2064907 (S.D.N.Y. June 7, 2012) (approving \$150 million settlement); and
- *In re 2008 Fannie Mae ERISA Litigation*, Case No. 09-cv-1350 (S.D.N.Y.) (\$9 million settlement on behalf of participants in the Federal National Mortgage Association Employee Stock Ownership Plan).



Andrea Bonner is an **Associate Attorney** at Shub Johns & Holbrook LLP. She received her law degree from the Villanova University Charles Widger School of Law where she wrote for the Environmental Law Journal. Following graduation, she clerked for the Honorable Judge Pereksta of the New Jersey Superior Court. She then practiced Labor and Employment law at a regional mid-sized firm that is headquartered in Philadelphia. During this time, Andrea became interested in plaintiff work and the ability to advocate for clients no matter their background or circumstances. Andrea is an enthusiastic member of the Shub Johns & Holbrook team and looks forward to working alongside her colleagues on Class Action claims.

Damian Gomez joined Shub Johns & Holbrook LLP in March 2022 and is currently positioned as a **Legal Assistant** and **Consumer Communications Specialist** with the firm. Damian graduated from the University of Texas at Austin in 2021 with a Bachelor's degree in History with a focus on Classical Studies, as well as a Certificate in Creative Writing. Damian's prior professional experiences include building relationship and communication skills with clientele



while working as an Intake Specialist at Filevine, a legal software company. Various courses in copywriting and email marketing have alike prepared him for his initial role as intake paralegal at Shub Johns & Holbrook.

Damian's current responsibilities include conducting widespread investigations and initial research into potential class action and consumer protection cases, interviewing and vetting potential clients and class representatives, and assisting in legal projects as necessary. Aside from legal assistance, Damian manages Shub Johns & Holbrook's Marketing and Outreach ventures, writes for and oversees the Shub Johns & Holbrook's website content, and runs Shub Johns & Holbrook's social media accounts.



Christine Powers is a **Senior Paralegal** with Shub Johns & Holbrook LLP. She has over 25 years of legal experience supporting attorneys in all aspects of the litigation process in jurisdictions nationwide. Before joining Shub Johns & Holbrook in September 2024, Christine worked on complex litigation matters, including areas of corporate governance and mergers and acquisitions, for over 15 years at a large plaintiffs' class action law firm. Christine graduated with a bachelor's degree in communications from LaSalle University.

Exhibit 3

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

STEVEN GRAVLEY, SR., *individually
and on behalf of all others similarly
situated,*

Plaintiff,

v.

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

Defendant.

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

**DECLARATION OF JESSIE T.
MONTAGUE REGARDING NOTICE
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 seeking to be 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 Declaration is based upon my personal knowledge and upon information

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

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. A profile of RG/2's background and capabilities are attached hereto as **Exhibit A**.

4. The objective of the proposed Notice Plan is to provide Notice of the proposed Settlement to Class Members that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process standards.

5. In consultation with Class Counsel, RG/2 Claims prepared a proposed Notice Plan for this litigation. The proposed Notice Plan summarized below and described in more detail in the Settlement Agreement is designed to provide the Settlement Class with the best notice that is practicable under the circumstances through mail, print, electronic, and other appropriate means, including individual notice to all Class Members who can be identified through reasonable effort, in accordance with applicable standards under Fed. R. Civ. P. 23 and due process.

PROPOSED NOTICE PLAN

6. Within 10 days of Class Counsel filing for Preliminary Approval, RG/2 Claims will provide notice to relevant state and federal attorneys general in compliance with the Class Action Fairness Act. Pursuant to the Settlement Agreement, Defendant will provide RG/2 Claims with all names, mailing addresses, telephone numbers, and, where available, e-mail addresses

for Class Members. Prior to mailing the direct mail notice, and in order to locate the most recent addresses for Class Members, RG/2 Claims will process the addresses received through the United States Postal Service's ("USPS") National Change of Address database ("NCOA") and update the addresses with corrected information.

7. The Notice Plan proposes the following elements:
 - a. Direct notice via email (where available) or U.S. Mail (where email is not available) to the Class Members identified from Defendant's records, consisting of 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 (i.e., the Settlement Class).
 - b. A national press release, in digital form, sent by PR Newswire, summarizing the matter and settlement.
 - c. The Notice and other important court documents relevant to the Notice and the litigation in general will be made available on a case specific Settlement Website designated for this action. The Settlement Website will provide, in downloadable format, the following: (i) the operative Consolidated Complaint; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) the Settlement Agreement (including all exhibits); (vi) contact information for the Settlement Administrator, including the toll-free number, as well as for Class Counsel; (vi) all preliminary and final approval motions filed by the Parties, and any orders ruling on such motions. Additionally, RG/2 Claims will maintain a toll-free number and settlement inbox to answer and address any class member inquiries. The toll-free telephone number and email address will appear in the Summary Notice and Long-Form Notice.

8. All undeliverable mail will be sorted and scanned in consultation and at the discretion of the Parties. For returned notices without a forwarding address, at the discretion of the Parties, RG/2 Claims will use Accurint (a division of Lexis-Nexis) to perform a basic “skip trace” search in order to retrieve the most accurate and updated information. The Parties will instruct RG/2 whether to re-mail the Notice to the updated addresses or whether to effectuate notice via different means.

CONCLUSION

9. The proposed Notice Plan provides the best practicable method to reach the Class Members and is consistent with other class action notice plans that have been approved by various federal courts for similarly situated matters.

10. RG/2 Claims believes the proposed Notice Plan described above is suitable for this case and is comparable to plans other federal courts have approved for similar cases. RG/2 Claims also believes that the Notice is drafted in the “plain language” format preferred by federal courts and provides the information required by Rule 23. RG/2 Claims believes that the Notice is understandable for Class Members and complies with due process.

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 February 13, 2025 at Philadelphia, PA

A handwritten signature in cursive script, reading "Jessie Montague", is written over a horizontal line.

Jessie T. Montague, Declarant

Exhibit A



SETTING A NEW STANDARD IN CLASS ACTION CLAIMS ADMINISTRATION

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO

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Class Action Experience

High-Quality Service at Competitive Rates

RG/2 Claims seasoned professionals utilize their vast class action experience, tax and financial management resources to deliver high-quality service at competitive rates.

RG/2 Claims is a boutique class action claims administration firm with a nationwide presence founded by seasoned class action practitioners and highly credentialed tax professionals. Our leadership team has a collective 100 years' experience working in the field of class action litigation and settlement administration to leverage for the benefit of counsel. Our team of driven class action attorneys, *highly credentialed CPAs and forensic accountants* approach each matter with a personal goal to shepherd the settlement through the process from settlement negotiations through final approval. Our personal attention and care ensures that the administration is handled in a seamless matter that allows counsel to proceed with the knowledge and confidence that their settlement will receive the attention and care that they demand. In addition, our operations and IT personnel bring individualized innovations to each engagement, driving the notice and settlement administration to conclusion. We have the experience to handle large settlements with the personal attention and care expected from a boutique firm.

RG/2 Claims recognizes that cutting-edge technology is the key to efficient and reliable claim processing. Our IT Group, including an experienced web design team, enables RG/2 Claims to employ technologies used to enhance accuracy, efficiency and interaction of all participants in the claims process. Our approach focuses on analysis of case needs, development of solutions to maximize resources and reduce costs through accurate and efficient data collection and entry, and ongoing maintenance and support. Throughout the entire claims process, our goal is to (1) optimize completeness, accuracy and efficiency of the data management system, including online integration; (2) validate critical fields and data; and (3) track opt-outs and claimant responses. RG/2 Claims' proprietary database application provides a *single source for managing the entire claims administration process and expediting decision making and resource management*. From the initial mailing through distribution of settlement funds and reconciliation of distributed payments, RG/2 Claims' CLEVerPay® system centralizes data, facilitating information sharing and efficient communication.



Cutting-Edge Technology and Skilled Resources

The CLEVerPay® System: A proprietary and revolutionary application developed exclusively by RG/2 Claims.

At RG/2 Claims, we developed a proprietary and customizable database with the goal of providing single-source management throughout the claims administration process, expediting decision making and resource management.

From the initial mailing through distribution of settlement funds and reconciliation of payments, RG/2 Claims' CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions.

Our CLEVerPay® system is a robust and user-friendly resource that can be easily customized to meet your administration and distribution needs. We recognize how essential it is for data to be clean, centralized and readily accessible. RG/2 Claims' CLEVerPay® system has the capacity to assimilate and analyze large amounts of raw data from multiple inputs, to convert that raw data into useful information and to distribute the useful information in a variety of formats.

The integration of these elements results in timely and accurate distribution of secure payments generated from RG/2 Claims' single-source CLEVerPay® system.

For more information, please visit our website to download our CLEVerPay® System Datasheet at: <http://www.rg2claims.com/pdf/cleverPayDatasheet.pdf>.

Experienced Professionals Always There When You Need Us

RG/2 Claims principals have hands-on experience in both class action practice and settlement administration. Our combined access to resources and institutions allows us to deliver superior value-added service in all aspects of settlement administration.



GRANT RAWDIN, Esq., CFP®, CEO and co-founder, is an attorney, an accountant and a Certified Financial Planner™ practitioner. *Worth* magazine named him one of the “Best Financial Advisors in America.” Mr. Rawdin’s professional background includes more than 25 years of legal and accounting experience focused in tax, business, investment analysis, legal claims and class action settlement administration. Mr. Rawdin has a juris doctor degree from Temple University Beasley School of Law and a B.A. in English from Temple University, and he is admitted to practice law in Pennsylvania and New Jersey.

rawd@rg2claims.com



MICHAEL A. GILLEN, CPA, CFE, CFF, President and co-founder, has more than 25 years of experience in many facets of litigation consulting services, with particular emphasis on criminal and civil controversies, damage measurement, fraud and embezzlement detection, forensic and investigative accounting, legal claims and class action settlement administration and taxation. He assists numerous attorneys and law firms in a variety of litigation matters. Mr. Gillen graduated from La Salle University with a B.S. in Accounting.

mikegillen@rg2claims.com



MICHAEL J. LEE, CFA, COO, the chief architect of our proprietary CLEVerPay® system is a Chartered Financial Analyst with extensive experience in litigation consulting services, including damage assessment, measurement, evaluation, legal claims and class action settlement administration. Additionally, Mr. Lee has about a decade of experience in the financial services industry, with particular emphasis on securities valuation, securities research and analysis, investment management policies and procedures, compliance investigations and portfolio management in global equity markets. Mr. Lee has a B.S. in Business Administration with a dual major in Finance and Management from La Salle University and an M.B.A. in Finance from the NYU Stern School of Business.

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MELISSA BALDWIN, Director of Claims Administration—Employment and Consumer, has over 18 years of experience in the administration of class action matters, with focuses on project management, client communication, notice coordination, claims processing and auditing, and distribution in the class action practice areas of antitrust, consumer and labor and employment. As Notice and Correspondence Coordinator, Ms. Baldwin assisted in the administration of an antitrust matter involving nine defendant banks, which included over 47 million class members and the subsequent distribution of the \$330 million Settlement Fund to the valid class members. Ms. Baldwin has a B.S. in Business Administration from Drexel University.

mbaldwin@rg2claims.com



TINA M. CHIANGO, Director of Claims Administration—Securities and Antitrust, has over 20 years of experience in the administration of class action matters. Ms. Chiango focuses on project management; this includes establishing procedures and case workflow, client communications, notice coordination, overseeing the processing and auditing of claims, distribution to the class and preparing reports and filings for the court. Over the last 20 years, Ms. Chiango has worked on a broad spectrum of class action settlements including securities, antitrust, consumer and mass tort, among others. Ms. Chiango has a B.S. in Business Administration with a major in Accounting from Drexel University.

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WILLIAM W. WICKERSHAM, Esq., Senior Vice President, Business Development and Client Relations, focuses his practice on assisting clients in navigation of the claims administration process from pre-settlement consultation through disbursement in all class action practice areas, including, but not limited to, antitrust, consumer, labor and employment, and securities. As a seasoned director of client relations, he advises counsel on settlement administration plans and manages many large and complex class action settlements. Mr. Wickersham has also appeared in federal court on several occasions to successfully support counsel in the settlement approval process including complex securities, environmental and wage and hour matters. As a former securities class action attorney, he brings over a decade's worth of experience in the class action bar as a litigator and as a claims administrator. As a litigator, Mr. Wickersham was involved in several high profile litigations which resulted in recoveries for investors totaling over \$2.5 billion. Mr. Wickersham has a juris doctor degree from Fordham University School of Law, a B.A. from Skidmore College and is admitted to practice law in New York.

wwwickersham@rg2claims.com



CHRISTOPHER J. TUCCI, Esq., Vice President, Business Development and Client Relations, focuses on guiding clients through the class action claims administration process from pre-settlement consultation to innovative notice campaigns, to quality and cost-effective administration, to the ultimate distribution of funds. He advises clients on the administrative solutions for consumer, employment, securities, and antitrust class action. Mr. Tucci is recognized as an expert in the financial services legal community and is a sought after national speaker on litigation management, financial services laws, data security breaches, corporate investigations, and in-house counsel best practices. As a former senior in-house litigator for nearly two decades, he has extensive experience managing litigation for global financial services corporations, including dozens of securities, wage & hour, and consumer class actions matters. Mr. Tucci brings a unique perspective to class action matters with his deep practical experience in the management of litigation including selecting and managing outside counsel, handling internal investigations, communicating with state and federal regulators, and managing litigation from inception through settlement or dismissal. Mr. Tucci has a juris doctor degree from Widener University School of Law, a B.A. from the University of Delaware, and is admitted to practice in Pennsylvania and New Jersey.

ctucci@rg2claims.com

Locations



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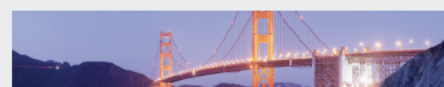
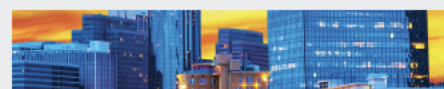
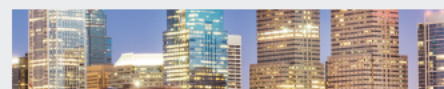
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Full Life-Cycle Support for Your Class Action With You Every Step of the Way

Whether engaged as a court-appointed settlement administrator, claims agent or disbursing agent, RG/2 Claims offers a complete range of claims, settlement administration and investment management services, including but not limited to:

PROFESSIONAL CASE MANAGEMENT CONSULTING

RG/2 Claims provides custom pre-settlement consultation and highly personalized attention throughout the life cycle of settlement administration. Each retention begins with an in-depth consultation concerning the specific needs of the case. Our professionals routinely and proactively identify administrative concerns and identify and propose solutions that avoid delay and remove unpredictability from the equation. We work through a coordinated approach involving a core of specialists that are intimately familiar with the case entrusted to our care. Our retentions result in effective and efficient solutions and greater peace of mind for busy lawyers.

NOTIFICATION PLANNING AND CAMPAIGNS

Whether routine or innovative, RG/2 Claims designs cost-effective and thorough notification plans that will suit your budget whether the settlement is national in scope or highly localized. RG/2 Claims guides you through the array of notice publication options at your disposal in a variety of media formats.

WEBSITE DESIGN

RG/2 Claims can assist in the design and hosting of a website specific to the client's needs to allow for document posting, as well as pertinent information and deadlines about the case. RG/2 Claims can also provide various options for claims filing, which includes an online portal that allows claimants to submit their claims and supporting documentation through the website.

CLAIMS PROCESSING

RG/2 Claims utilizes a proprietary and customizable database that provides a single-source management tool throughout the claims administration process, expediting decision making and resource management. RG/2 Claims' proprietary and sophisticated CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions, from the initial mailing through distribution of settlement funds and reconciliation of payments.

DISTRIBUTION AND TAX SERVICES

RG/2 Claims' in-house tax, accounting and financial services professionals provide disbursement services, including management of checking, sweep, escrow and related cash accounts, as well as non-cash assets, such as credits, gift cards, warrants and stock certificates. RG/2 Claims' in-house CPAs provide a broad array of accounting services, including securing private letter rulings from the IRS regarding the tax reporting consequences of settlement payments, the preparation of settlement fund tax returns and the preparation and issuance of IRS Forms 1099 and W-2.

Range of Services

Offering Unparalleled Value

RG/2 offers a range of quality value-added services for your class action administration.

SECURITIES

RG/2 Claims' highly experienced team uses its various resources to locate beneficial holders of securities, including working with the Depository Trust Company and a proprietary list of nominee firms to identify and mail notices to the class. With RG/2 Claims' CLEVerPay system, claims are processed efficiently and accurately using our proprietary damage grid that calculates class member damages in accordance with a broad array of complex plans of allocation. Claims are automatically flagged through a validation process so RG/2 Claims can communicate with class members concerning their claims and can assist them in filing claims that are complete and properly documented. Once ready for distribution, RG/2 Claims conducts an audit of the claims to insure against calculation errors and possible fraudulent claims. Once the audit is completed, RG/2 Claims calculates distribution amounts for eligible class members in accordance with the plan of allocation and issues checks and any applicable tax documents. RG/2 Claims is also often called upon to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

ANTITRUST

Because of the high-dollar settlements involved in most antitrust cases and potential large recoveries on behalf of class members, RG/2 Claims understands the importance of accuracy and attention to detail for these cases. RG/2 Claims works with counsel to arrive at the best possible plan to provide notice to the class. With RG/2 Claims' CLEVerPay system, claims filed with a large volume of data, which is common in an antitrust case, can be quickly and easily uploaded into our database for proper auditing. Our highly-trained staff consults with counsel to apply an audit plan to process claims in an efficient manner while ensuring that all claims meet class guidelines. Once ready for distribution, RG/2 Claims calculates check amounts for eligible class members in accordance with the plan of allocation and will issue checks (including wire transfers for large distributions) as well as any necessary tax documents. RG/2 Claims is also available to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

EMPLOYMENT

With an experienced team of attorneys, CPAs, damage experts and settlement administrators, RG/2 Claims handles all aspects of complex employment settlements, including collective actions, FLSA, gender discrimination, wage-and-hour and, in particular, California state court class and PAGA settlements. RG/2 Claims utilizes technological solutions to securely receive and store class data, parse data for applicable employment information, personalize consents forms or claim forms, collect consents or claims electronically, calculate settlement amounts and make payments through our proprietary CLEVerPay system. Our proprietary database also allows for up-to-the-minute statistical reporting for returned mail, consents or claims received and exclusions submitted. Our CPAs concentrate on withholding and payroll issues and IRC section 468(B) compliance and reporting. Customizable case-specific websites allow for online notification and claims filing capabilities. With Spanish/English bilingual call center representatives on-staff, class members are provided immediate attention to their needs.

CONSUMER

RG/2 Claims handles a wide range of complex consumer matters with notice dissemination to millions of class members and with settlements involving cash, coupons, credits and gift cards. Our experienced claims administrators are available to provide guidance on media, notice and distribution plans that are compliant with the Class Action Fairness Act and the state federal rules governing notice, and that are most beneficial to the class. Our proprietary CLEVerPay system provides a secure and efficient way to track class member data, claims and payments. Integrated with our database, we can provide a user-friendly claims filing portal that will allow class members to complete a static claim form or log-in using user-specific credentials to view and submit a claim personalized just for that user. A similar online portal can be provided as a highly cost-effective method for distribution where the class member can log in to obtain coupons, vouchers or credits as their settlement award.

Effective administration requires proactive planning and precise execution. Before we undertake any matter, we work with you to develop a specific plan for the administration of your case. The service plan is comprehensive, complete and tailored to your specific needs.

RG/2 CLAIMS PROVIDES THE SERVICES SUMMARIZED BELOW:

- Technical consultation during formulation of settlement agreement, including data collection criteria and tax consequences
- Design and development of notice and administration plan, including claim form design and layout
- Claim form and notice printing and mailing services
- Dedicated claimant email address with monitoring and reply service
- Calculation and allocation of class member payments
- Claim form follow-up, including issuing notices to deficient and rejected claims
- Mail forwarding
- Claimant locator services
- Live phone support for claimant inquiries and requests
- Claim form processing
- Claim form review and audit
- Check printing and issuance
- Design and hosting of website access portals
- Online claim receipt confirmation portal
- Ongoing technical consultation throughout the life cycle of the case
- Check and claim form replacement upon request

WE ALSO PROVIDE THE FOLLOWING OPTIONAL SERVICES:

- Periodic status reporting
- Customized rapid reporting on demand
- Issue reminder postcards
- Consultation on damage analyses, calculation and valuation
- Interpretation of raw data to conform to plan of allocation
- Issue claim receipt notification postcards
- Online portal to provide claims forms, status and contact information
- Dedicated toll-free claimant assistance line
- Evaluation and determination of claimant disputes
- Opt-out/Objection processing
- Notice translation
- Integrated notice campaigns, including broadcast, print and e-campaigns
- Pre-paid claim return mail envelope service
- Web-based claim filing
- 24/7 call center support
- Damage measurement and development of an equitable plan of allocation

WE ALSO PROVIDE CALCULATION AND WITHHOLDING OF ALL REQUIRED FEDERAL AND STATE TAX PAYMENTS, INCLUDING:

- Individual class member payments
- Qualified Settlement Fund (QSF) tax filings
- Employment tax filings and remittance
- Generation and issuance of W-2s and 1099s
- Integrated reporting and remittance services, as well as client-friendly data reports for self-filing

**Don't see the service you are looking for?
Ask us. We will make it happen.**



FOR MORE INFORMATION, PLEASE CONTACT:

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Business Development and Client Relations

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WWW.RG2CLAIMS.COM



**BOUTIQUE ADMINISTRATOR WITH
WORLD-CLASS CAPABILITIES**

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**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court, having considered all matters submitted to it at the preliminary approval hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order,¹ and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as Exhibit 1 is incorporated fully herein by reference.

¹ Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Steven Gravley, Sr, Tyrone Banks, and Barbara Welzenbach, individually and on behalf of all others similarly situated, and Defendant Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care.

3. This Order is based on Fed. R. Civ. P. 23.

4. The Court finds that the Parties' Settlement as set forth in **Exhibit 1** to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class.

PROCEDURAL HISTORY

5. This case arises from a Data Breach experienced by Azura between September 27, 2023 and October 9, 2023. During the Data Breach, an unauthorized third-party potentially gained access to an Azura computer system and deployed ransomware. The information impacted may have included the data of approximately 334,000 individuals, of which a substantial majority are patients, former patients, and guarantors of patients. The compromised data may have included names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, driver's 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.

6. Beginning in March of 2024, two putative class actions were filed in this Court on behalf of persons whose information was compromised as part of the Data Breach. The Plaintiffs in these cases allege, *inter alia*, that Azura failed to take reasonable measures to safeguard the sensitive data entrusted to it. The Court entered an order on April 30, 2024 consolidating these

cases under the first-filed case caption, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, and appointing Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as interim co-lead counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 10.

7. Plaintiffs filed the operative Consolidated Complaint on May 30, 2024. ECF No. 16. The Consolidated Complaint asserts claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, violations of consumer protection laws, breach of confidence, and seeks declaratory and injunctive relief. *Id.* Azura filed its motion to dismiss on July 15, 2024 seeking to dismiss the case in its entirety under Fed. R. Civ. P. 12(b)(1) and 12(b)(6). ECF No. 17. Plaintiffs filed an opposition to Azura's motion on August 28, 2024. ECF No. 23.

SETTLEMENT BENEFITS

8. The Settlement negotiated on behalf of the Class provides for a \$3,150,000 non-reversionary Settlement Fund that will be used to pay for Administrative Expenses, taxes, and any Class Representative Service Awards and Fee Award and Costs. The remaining amount in the net settlement fund (the "Net Settlement Fund") will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. Class Members may submit a Claim Form for only one of the following Settlement Benefits:

a. Documented Losses Payment: Class Members may submit a Claim Form for a Documented Losses Payment seeking up to \$10,000 per person for the reimbursement of documented losses supported by Reasonable Documentation. Documented Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Breach. The Settlement Administrator will review these claims for compliance with the

requirements of the Settlement Agreement. Any claim for a Documented Loss Payment that is rejected, if not timely cured, will be considered for a Cash Fund Payment by the Settlement Administrator.

b. Cash Fund Payment: Class Members may instead elect to receive a *pro rata* flat cash payment (“Cash Fund Payment”). The actual amount a Class Member will receive for this option may be more or less depending on the number of Approved Claims submitted. Settlement Class Members who submit a Claim for a Cash Fund Payment are not entitled to also select the Documented Loss Payment.

9. In addition to the monetary Settlement Benefits, Azura has made changes and enhancements to its data and information security posture, at its expense and separate from the Settlement Fund, which are designed to strengthen Azura’s data and information security.

10. The Settlement Fund shall be used to make payments for the following: (i) Notice and Administrative Expenses; (ii) attorneys’ fees and litigation costs and expenses (i.e., any Fee Award and Costs); (iii) Approved Claims for Documented Losses Payments, up to \$10,000 per Claim; (iv) Approved Claims for Cash Fund Payments, to be paid on a *pro rata* basis; (v) any awarded Class Representative Service Awards; and (vi) taxes.

11. The Settlement Fund is non-reversionary. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, assuming such payment is over \$3.00. Should any amount remain in the Net Settlement Fund, 100% of the amount remaining in the Net Settlement Fund 45 days following the 180-day

check negotiation period and after all efforts to re-send returned Settlement payments have concluded, shall be given to the American Kidney Fund.

SETTLEMENT CLASS CERTIFICATION

12. For purposes of settlement only, the Court provisionally certifies the Settlement Class, defined as follows:

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.

13. The Court provisionally finds, pursuant Fed. R. Civ. P. 23(a) and (b), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

CLASS COUNSEL AND THE CLASS REPRESENTATIVES

14. Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

15. The Court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP are experienced and adequate counsel, and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

16. No later than 35 days after the entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class as follows:

a. For any Class Member for whom an email address is reasonably available, the Settlement Administrator will send the Summary Notice via email;

b. For any Class Member for whom a physical address is reasonably available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid;

c. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Azura;

d. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

e. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for those postcard Summary Notices that are

returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Class members whose new addresses were identified as of that time through address traces. The Parties have the discretion to elect alternative means of Class Member notice in lieu of re-mailing postcard notices; and

f. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

17. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet. The Settlement Administrator shall create, maintain, and periodically update the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaint, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

18. The Long Form Notice, Summary Notices (postcard Notice and email Notice), and Claim Form, attached as Exhibits D, F, and A, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the form, content, and method of providing the Notice, as described in the Settlement Agreement,

including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members.

19. The Notice Plan set forth in the Settlement Agreement provides the best notice practicable under the circumstances, and is hereby approved.

20. The Settlement Administrator is directed to carry out Notice and the Notice Plan, as set forth in the Settlement Agreement.

OPT-OUT AND OBJECTIONS

21. Class Members may submit a request to opt-out or object to the Settlement within 60 days after the Notice Date. Any Class Member may submit a request to opt-out of the Settlement at any time during the Opt-Out Period by adhering to the requirements of Section 6.8 of the Settlement Agreement. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a valid claim.

22. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

23. Any Class Member who wishes to object shall submit a timely written notice of his or her objection by the Objection Deadline, which is within 60 days after the Notice Date. For an objection to be considered by the Court, the objection must comply with all requirements set forth in Section 6.9 of the Settlement Agreement. All objections must be filed or postmarked on or before the Objection Deadline.

24. Any Class Member who does not make their objections in the manner and by the date set forth in the last paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

25. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to the applicable appellate rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

26. The Class Representatives, Class Counsel, and Azura and its counsel have created a process for assessing the validity of claims and a payment methodology to Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in Section 3 of the Settlement Agreement.

27. The Court appoints RG/2 Claims Administration LLC as Settlement Administrator.

28. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

29. Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

30. If the Final Approval Order and Judgment are entered, all Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order and Judgment.

31. The Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Benefits to those Class Members who submit an Approved Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs and expenses awarded to Class Counsel; (4) all Notice and Administrative Expenses; and (5) applicable taxes, pursuant to the terms and conditions of the Settlement Agreement.

FINAL APPROVAL HEARING

32. A Final Approval Hearing shall be held [no earlier than 120 days after entry of this Order] on _____, 2025 at 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A, to be noticed on the Settlement Website.

33. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

34. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the motion for a Fee Award and Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

(a) Determine that the Settlement is fair, adequate, and reasonable; (b) Finally certify the Settlement Class for settlement purposes only; (c) Determine that the Notice Plan satisfies Due Process requirements; (d) Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order, bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the Court's injunctions; (e) Release Defendant and the Released Parties from the Released Claims; and (f) Reserve the Court's continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Defendant, Plaintiffs, all Class Members, and all objectors, to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

35. Class Counsel shall file a motion for attorneys' fees, litigation costs and expenses, and Class Representatives' requests for Service Awards no later than 14 days prior to the Objection Deadline.

36. Class Counsel shall file a motion for final approval of the Settlement no later than 14 days after the Objection Deadline.

TERMINATION

37. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with Section 10 of the Settlement Agreement.

38. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

39. In the event the Settlement Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Administrative Expenses paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall promptly return the balance of the Settlement Fund to Defendant following termination.

40. In the event of a termination, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

41. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

42. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Azura of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SUMMARY OF DEADLINES

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

Defendant shall prepare and provide the Class List to the Settlement Administrator	14 days after the Court enters the Preliminary Approval Order
Deadline to mail and email, publish Notices (the “Notice Date”)	No later than 35 days after the Court enters the Preliminary Approval Order
Deadline to File Motion for Fee Award and Costs, and Service Awards	At least 14 days prior to the Objection Deadline
Deadline to File Requests for Exclusion and Objections to Settlement	60 days after the Notice Date
Deadline to file Motion for Final Approval of Settlement	Within 14 days after the Objection Deadline
Deadline to File Claim Form	90 days after the Notice Date
Final Approval Hearing date	TBD [no earlier than 120 days after entry of the Preliminary Approval Order]

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 2025

HONORABLE MICHAEL M. BAYLSON
UNITED STATES DISTRICT JUDGE

**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,

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

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

PLEASE TAKE NOTICE that Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach, individually and on behalf of all others similarly situated (collectively "Plaintiffs"), move pursuant to Federal Rule of Civil Procedure 23(e) for an Order: (1) granting preliminary approval of the proposed Settlement; (2) preliminarily certifying a class for the purposes of Settlement; (3) appointing Plaintiffs as Class Representatives; (4) appointing Andrew W. Ferich of Ahdoot & Wolfson, PC and Benjamin F. Johns of Shub Johns & Holbrook LLP as Class Counsel; (5) approving the Parties' proposed form and method of giving notice of the pendency of this action and the Settlement to the Settlement Class; (6) directing that notice be given to the Settlement Class; (7) scheduling a hearing at which time the Court will consider the request for final approval of the Settlement and request for attorneys' Fee Award and Costs and Service Awards to Class Representatives; and (8) granting such other relief and further relief as the Court deems just and proper.

Defendant, Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc., does not object to the relief sought by Plaintiffs.

This Motion is based upon the accompanying Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and its exhibits thereto, including the Settlement Agreement, the Joint Counsel Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement; Declaration of Settlement Administrator Regarding Notice Administration; and all prior pleadings and proceedings properly before the Court.

Dated: February 14, 2025

Respectfully Submitted,

/s/ Andrew W. Ferich

Andrew W. Ferich (PA I.D. No. 313696)

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Interim Co-Lead Counsel

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of February 2025, I served the foregoing document upon all parties of record in this proceeding via the Court's ECF system.

/s/ Andrew W. Ferich
Andrew W. Ferich