

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

IN RE:  
MEDNAX SERVICES, INC.,  
CUSTOMER DATA SECURITY  
BREACH LITIGATION

Case No.: 21-MD-02994-RAR

This Document Relates To: All Actions

**DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT**

I, **William B. Federman**, declare under penalty of perjury as follows:

1. I am an attorney duly admitted to the bars of the states of Texas, Oklahoma, and New York. I am a founder and managing member of the law firm Federman & Sherwood and am Co-Lead Class Counsel for Plaintiffs and the Settlement Class (“Class Counsel”) in the above referenced action (the “Action”). I submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law in Support, filed contemporaneously herewith.

2. Plaintiffs, on behalf of themselves and on behalf of all other members of the putative class, and Defendants Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.), PMG Services, Inc. (f/k/a Mednax Services, Inc.), and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”), and American Anesthesiology, Inc. (“AA” and together with Mednax, “Defendants”)

have reached an agreement to settle this Action pursuant to the terms of the Settlement Agreement, attached hereto as **Exhibit 1**.<sup>1</sup>

3. Beginning in January of 2021, multiple lawsuits were filed against Defendants in response to an unauthorized compromise of Plaintiffs and Class Members' PHI and PII. On August 5, 2021, Plaintiffs filed their first Consolidated Class Action MDL Complaint against Defendants, alleging Defendants failed to adequately protect Plaintiffs' and the Class's PII and PHI from unauthorized access. *See* MDL Amended Complaint, ECF No. 53. Plaintiffs filed their First Amended Consolidated Class Action Complaint on October 20, 2021. *See* First Amended Complaint, ECF No. 71. Subsequently, on June 10, 2022, Plaintiffs filed their Second Amended Class Action Complaint asserting multiple common law and statutory claims for relief. *See* Second Amended Complaint, ECF No. 115. In response, Defendants filed a Motion to Dismiss (ECF No. 123), which Plaintiffs opposed (ECF No. 126).

4. Prior to engaging in mediation and reaching a settlement, Plaintiffs and Defendants conducted extensive discovery, including responding to written interrogatories and requests for production, producing thousands of pages of documents, taking numerous fact witness depositions, exchanging expert reports, and taking expert depositions. Discovery between Plaintiffs and Defendants began in May of 2022 and continued through September of 2023.

5. The proposed Settlement was agreed to following extensive arm's-length negotiations, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the Parties. This included a full-day mediation on April 17, 2023, before Retired

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

Judge John W. Thornton of JAMS, which did not result in a resolution. On October 26, 2023, the Court appointed Judge Eduardo C. Robreno (Ret.) as Special Mediator in the case (the "Special Mediator"). On January 16 and 17, 2024, Plaintiffs and Defendants participated in two full days of mediation before the Special Mediator and, while considerable progress was made, the mediation did not result in an agreement. The Parties continued negotiating over the next several weeks, which resulted in execution of a term sheet memorializing the essential terms of the Settlement on February 9, 2024. As part of the mediation process, the Parties exchanged and provided the mediators with detailed mediation statements outlining the strengths and weaknesses of their claims and defenses. The terms of the Settlement reached are memorialized in the Settlement Agreement, which was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the Parties.

6. The Settlement negotiated on behalf of the Settlement Class provides significant benefits to the Settlement Class Members. The Settlement establishes a \$6,000,000.00 non-reversionary Settlement Fund, which will be used to pay for Administration and Notice Costs; Attorneys' Fees approved by the Court; Expenses approved by the Court; and all approved Claims. Specifically, the Settlement provides for the following relief for Settlement Class Members: (1) reimbursement for Out-of-Pocket Expenses up to \$5,000.00 per Settlement Class Member; (2) reimbursement for Attested Time Spent in an amount of \$30.00 per hour up to four (4) hours; (3) reimbursement for Documented Time Spent in an amount of \$30.00 per hour for up to ten (10) hours; and (4) three (3) years of Medical Monitoring and Medical Fraud Protection Services.

7. Before settlement negotiations, and as alluded to above, Class Counsel adequately represented the Class by fully investigating the facts and legal claims; preparing the Complaints;

briefing multiple Oppositions to Defendants' Motions to Dismiss and Motions for Summary Judgment; fully briefing a motion for Class Certification; conducting extensive discovery, including responding to written interrogatories and requests for production, reviewing thousands of pages of documents, taking numerous fact witness depositions, exchanging expert reports, and taking expert depositions; participating in a full-day mediation session with the Honorable Judge John Thornton and two full days of mediation before Special Mediator Judge Eduardo C. Robreno; and negotiating and reaching a Settlement at arm's length, in good faith, and without collusion.

8. By the time the Settlement in principle was reached, Plaintiffs and Class Counsel fully understood the claims, defenses, and were well informed of the strengths and weaknesses of the case to competently assess the risks of continued litigation.

9. Plaintiffs and Class Counsel did not discuss the award of Attorneys' Fees and Expenses with Defendants until after the substantive terms of the Settlement had been agreed upon.

10. After the Settlement was reached, Class Counsel undertook a competitive bidding process to achieve an excellent Settlement Administrator for the Class—Kurtzman Carson Consultants LLC ("KCC"). This included soliciting cost proposals from different settlement administrators. KCC is a well-known firm with a history of successfully administering many class action settlements, including other data breach settlements. The Parties selected KCC after considering bids from multiple administration firms and believe that KCC will be able to meet the obligations imposed on the Settlement Administrator under the settlement for a reasonable cost.

11. It is Class Counsel's opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation. This view is informed by Class Counsel's decades of work litigating complex actions, including data breach class actions. Federman & Sherwood and

McShane & Brady, LLC have extensive experience in successfully litigating data breach class actions. *See Exhibit 2 and Exhibit 3* (resumes of Federman & Sherwood and McShane & Brady, LLC).

12. Class Counsel represent that there are no agreements related to the settlement other than those reflected in the Settlement Agreement itself and an agreement with KCC to perform notice and settlement administration services if this Motion is granted by the Court.

13. The Settlement Class Representatives have demonstrated their adequacy by: (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the litigation; and (v) monitoring the litigation.

14. It is my opinion that the proposed class action settlement is fair, reasonable, and adequate and is an outstanding result for the Settlement Class Members.

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

Dated: April 5, 2024

Respectfully submitted,

/s/: William B. Federman

William B. Federman (*pro hac vice*)

**FEDERMAN & SHERWOOD**

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***Co-Lead Counsel for Plaintiffs and the Proposed Settlement Class***

**CERTIFICATE OF SERVICE**

This is to certify that on April 5, 2024, a true and correct copy of the foregoing document was served by CM/ECF to the parties registered to the Court's CM/ECF system.

*/s/ William B. Federman*

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William B. Federman

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

IN RE:  
MEDNAX SERVICES, INC.,  
CUSTOMER DATA SECURITY  
BREACH LITIGATION

Case No.: 21-MD-02994-RAR

This Document Relates To: All Actions

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**



This Settlement Agreement and Release is made as of April 5, 2024 by and between, as hereinafter defined, (a) the Settlement Class Representatives,<sup>1</sup> on behalf of themselves and the Settlement Class, (b) Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.), PMG Services, Inc. (f/k/a Mednax Services, Inc.), and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”), and (c) American Anesthesiology, Inc. (“AA” and together with Mednax, “Defendants”).<sup>2</sup> This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation styled *In Re: Mednax Services, Inc., Customer Data Security Breach Litigation*, Case No. 21-md-02994-RAR, pending in the United States District Court for the Southern District of Florida, as set forth herein.

## **1. Recitals**

- 1.1.** These multidistrict litigation proceedings arose from a phishing attack that was detected by Mednax in June 2020, which involved certain accounts of Mednax and AA employees in Mednax’s Microsoft Office 365 environment.
- 1.2.** Defendants conducted investigations into the phishing attack, which revealed unauthorized activity in certain Microsoft Office 365 accounts. In December 2020 and January 2021, Defendants provided notice to all individuals whose personally identifiable information and/or protected health information was contained in any of the Microsoft Office 365 accounts that were subject to unauthorized activity.
- 1.3.** The Settlement Class Representatives are individuals who received notice from Defendants that certain of their personally identifiable information and/or protected health information, or that of their children, was included in the Microsoft Office 365

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<sup>1</sup> All capitalized terms are defined in Section 2 below.

<sup>2</sup> “Pediatrix Medical Group” is named as a Defendant in several of the individual actions that were consolidated into these multidistrict litigation proceedings but is not a legal entity.

accounts that were subject to unauthorized activity. They filed putative class action lawsuits in state and federal courts that, on June 4, 2021, were ultimately consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in the action styled *In re: Mednax Services, Inc., Customer Data Security Breach Litigation*, Case No. 0:21-md-02994-RAR.

- 1.4. On June 10, 2022, Settlement Class Representatives filed the Second Amended Consolidated Class Action Complaint, Dkt. No. 115, which, as modified by the Court's August 18, 2022, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, Dkt. No. 131, is the operative Complaint in this action.
- 1.5. Beginning May 2022 and continuing through September 2023, the Parties participated in extensive discovery, including responding to written interrogatories and requests for production, producing thousands of pages of documents, taking numerous fact witness depositions, exchanging expert reports, and taking expert depositions.
- 1.6. In April 2023, the Parties participated in a full-day mediation before Retired Judge John W. Thornton of JAMS. During this mediation, they were unable to reach a resolution. Additional follow up discussions with the mediator also did not lead to a resolution.
- 1.7. On October 26, 2023, the Court appointed Retired Federal District Court Judge Eduardo C. Robreno as Special Mediator in this matter. The Parties participated in two full days of mediation before the Special Mediator on January 16–17, 2024. During those mediation sessions, the Parties made progress on resolving this matter but did not come to an agreement. Over the next several weeks, the Parties continued to participate in settlement discussions facilitated by the Special Mediator, which culminated in the execution of a term sheet memorializing the essential terms of the settlement on February

9, 2024. Subsequently, the Parties worked on preparing this Settlement Agreement and associated exhibits.

- 1.8.** Defendants deny all material allegations of the Second Amended Consolidated Class Action Complaint and specifically deny that they failed to properly protect any personal data, had inadequate data security, acted negligently, were unjustly enriched by the use of personal data of the impacted individuals, breached any fiduciary duty or implied contract, or violated state consumer protection statutes and other laws.
- 1.9.** The Parties recognize the status of the proceeding, including pending motions and expense and length of further proceedings necessary to continue litigation of the Action through further motion practice, trial, and possible appeals. The Parties have considered the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. The Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to settle the claims asserted in the Action pursuant to the terms and provisions of this Agreement, subject to Court approval.
- 1.10.** It is the intention of the Parties to resolve the disputes and claims which they have between them on the terms set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

## **2. Definitions**

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

- 2.1.** “AA” means Defendant American Anesthesiology, Inc.
- 2.2.** “Action” means the consolidated multidistrict litigation proceeding captioned *In re: Mednax Services, Inc. Customer Data Security Breach Litigation*, Case No. 0:21-md-02994 (S.D. Fla.), including all of the cases that were consolidated into that proceeding.
- 2.3.** “Administration and Notice Costs” means all costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan and preparing and sending notice to appropriate state and federal officials under the Class Action Fairness Act of 2005.
- 2.4.** “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.
- 2.5.** “Approved Claims” means Settlement Claims completed using a Claim Form and submitted by the Claims Deadline and found to be valid and in an amount approved by the Settlement Administrator.
- 2.6.** “Attorneys’ Fees” means the attorneys’ fees that Class Counsel request the Court approve for payment from the Settlement Fund to counsel for plaintiffs in the MDL as compensation for work in prosecuting and settling the Action.
- 2.7.** “Consolidated Complaint” means the Second Amended Consolidated Class Action Complaint, Dkt. No. 115, filed in the Action on June 10, 2022.

- 2.8.** “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal government.
- 2.9.** “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims. Settlement Claims submitted after the Claims Deadline will not be timely, will not qualify for approval, and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be ninety (90) days after the Notice Date.
- 2.10.** “Claim Form” shall mean the claim form attached as Exhibit A, or a claim form approved by the Court that is substantially similar to Exhibit A.
- 2.11.** “Class Counsel” means William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC.
- 2.12.** “Court” means the United States District Court for the Southern District of Florida, where the Action is pending.
- 2.13.** “Defendants” means Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.); PMG Services, Inc. (f/k/a Mednax Services, Inc.); Pediatrix Medical Group of Kansas, P.C.; and American Anesthesiology, Inc.
- 2.14.** “Defendants’ Counsel” means all attorneys who have appeared as counsel of record for any Defendant in this Action.
- 2.15.** “Effective Date” means the date when all of the conditions set forth in Section 6.1 of this Agreement have occurred; provided, however, that Defendants have not exercised their right of termination under Section 6.2 or Section 6.3 of this Agreement.
- 2.16.** “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

- 2.17.** “Expenses” means the reasonable costs and expenses incurred in litigating the Action that Class Counsel request the Court to approve for payment from the Settlement Fund.
- 2.18.** “Final Approval” means entry of a Final Approval Order and Judgment.
- 2.19.** “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment. The Final Approval Order and Judgment shall be entered no earlier than ninety (90) days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715.
- 2.20.** “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendants with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects, and in the form of or materially in the form of the proposed Final Approval Order and Judgment attached as Exhibit F.
- 2.21.** “Incident” means the unauthorized access to certain Mednax Microsoft Office365 email accounts that was the subject of notices provided by Defendants in or around December 2020 and January 2021, and which is the subject of the Action.
- 2.22.** “Judgment” means the Final Approval Order and Judgment.

- 2.23.** “Long Notice” means the long form notice attached as Exhibit C or substantially similar to the long form notice attached as Exhibit C.
- 2.24.** “Mednax” means Defendants Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.); PMG Services, Inc. (f/k/a Mednax Services, Inc.); and Pediatrix Medical Group of Kansas, P.C.
- 2.25.** “Notice Date” means the date by which notice will be fully commenced, which shall be sixty (60) days after the Court enters the Preliminary Approval Order.
- 2.26.** “Notice Plan” means the Settlement notice program attached as Exhibit A to be presented to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.27.** “Objection Deadline” means the deadline by which written objections to the Settlement must be filed in the Action’s electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.28.** “Opt-Out Deadline” means the deadline by which written requests for exclusion from the Settlement must be submitted online or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.29.** “Parties” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Defendants.
- 2.30.** “Parties’ Counsel” means all attorneys who have appeared as counsel of record for any Party in this Action.
- 2.31.** “Personal Information” is intended to be broadly construed and includes any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term Personal Information also includes,

without limitation, name, address, date of birth, Social Security number, health information, and any and all other personally identifiable information. For the avoidance of doubt, the term Personal Information includes all information allegedly compromised as a result of the Incident.

**2.32.** “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of or materially in the form of the proposed Preliminary Approval Order attached as Exhibit E.

**2.33.** “Released Claims” means all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, disgorgement of profits, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate in any way to the Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

**2.33.1.** To avoid doubt, Released Claims are to be construed broadly and include, without limitation, any claims related to or arising from the Incident that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under



state or federal law of the United States (including, without limitation, any causes of action under the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-301 *et seq.*; the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 *et seq.*; the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.*; the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 *et seq.*; the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*; the New York General Business Law, N.Y. Gen. Bus. Law §§ 349 *et seq.*; the Virginia Consumer Protection Act, Va. Code Ann. § 59.1-196 *et seq.*; the Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86.020 *et seq.*; the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.80 *et seq.*; and the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services,

identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

- 2.34.** “Released Parties” means Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement, Defendants, and each of their current and former family members, relatives, parents, subsidiaries, divisions, affiliates, and affiliated medical practices, whether indirect or direct, as well as these entities’ respective predecessors, successors, assigns, directors, officers, owners, shareholders, employees, agents, vendors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers.
- 2.35.** “Releasing Parties” means the Settlement Class Representatives, all Settlement Class Members who do not timely and validly opt out of the Settlement, and Defendants.
- 2.36.** “Settlement” means the settlement of the Action by and between the Parties, and the terms and conditions thereof as stated in this Agreement.
- 2.37.** “Settlement Administrator” means KCC Class Action Services. A different Settlement Administrator may be substituted if approved by order of the Court.
- 2.38.** “Settlement Claim” means a claim or request for settlement benefits as provided for in this Settlement Agreement.
- 2.39.** “Settlement Class” means all persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their PHI and PII may have been involved in the Incident. The Settlement Class specifically excludes: (i) Defendants, any Entity in which Defendants have a controlling interest, and Defendants’ officers, directors, legal representatives, successors, subsidiaries, and

assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

**2.40.** “Settlement Class Member” means any person within the definition of Settlement Class.

**2.41.** “Settlement Class Representatives” means Plaintiffs Gregory Baum, as legal guardian of a minor child whose initials are A.B.; Abigail Bean, as legal guardian of a minor child whose initials are C.B.; Chaya Clark; Chelsea Cohen, as parent and legal guardian of A.H.; Jessica Jay, as legal guardian of a minor child whose initials are B.J.; Gerald Lee; Joseph Larsen, as parent and legal guardian of a minor child whose initials are A.L.; Brooke Nielsen; Michael Rumely, as legal guardian of minor children whose initials are H.R. and M.R.; Matias Soto, as legal guardian of a minor child whose initials are M.S.; and A.W. by and through her Next Friend, B.W.

**2.42.** “Settlement Fund” means the six million United States Dollars (\$6,000,000.00) that Defendants shall cause to be paid pursuant to Section 3 of this Agreement, which shall be Defendants’ total collective obligation under the Settlement.

**2.43.** “Settlement Fund Account” means the account described in Section 4 of this Agreement.

**2.44.** “Short Notice” means the short form notice attached as Exhibit B or substantially similar to the short form notice attached as Exhibit B.

**2.45.** “Taxes” means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties’ Counsel with respect to any income or gains earned by or in respect of the

Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

**2.46.** “Unknown Claims” means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement 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.

**3. Settlement Fund**

- 3.1.** The Settlement Fund shall consist of a non-reversionary fund of six million United States Dollars (\$6,000,000), which shall be paid to the Claims Administrator as follows:
- 3.1.1.** Within five (5) Business Days after entry of the Preliminary Approval Order, the Settlement Administrator will provide to Defendants an invoice for the estimated Administration and Notice Costs.
- 3.1.2.** Within twenty (20) Business Days after entry of the Preliminary Approval Order, Mednax and AA shall pay their respective shares of the invoice for the estimated Administration and Notice Costs. These payments will be credited against the Settlement Fund.
- 3.1.3.** Within twenty (20) Business Days of the Effective Date of the Settlement, Mednax and AA shall pay their respective shares of the balance of the Settlement Fund into the Settlement Fund Account.
- 3.2.** The Settlement Fund shall be used to pay for (i) Administration and Notice Costs; (ii) Attorneys’ Fees approved by the Court; (iii) Expenses approved by the Court; and (iv) all Approved Claims. Six million United States Dollars (\$6,000,000.00) shall be Defendants’ total collective obligation under the Settlement, and in no event shall Defendants be obligated to pay more than six million United States Dollars (\$6,000,000.00) in connection with the Settlement of the Action.
- 3.3.** Class Counsel and/or the Settlement Administrator shall timely furnish to Defendants any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification

number for the Settlement Fund Account) before the deadline for making the settlement payments set forth in Section 3.1.

**4. Settlement Fund Account**

- 4.1. The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.
- 4.2. All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.
- 4.3. No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; or (iii) otherwise approved by the Court.
- 4.4. The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.
- 4.5. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and, in accordance with Treasury Regulation § 1.468B-2(k)(4), shall provide Defendants with that employer identification number on a properly completed and signed IRS Form W-9.

- 4.6. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Administration and Notice Costs and paid from the Settlement Fund.
- 4.7. All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be an Administration and Notice Cost of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).
- 4.8. Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of

Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

**5. Presentation of Settlement to the Court**

- 5.1.** As soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit E, requesting, among other things:
- 5.1.1.** Certification of the Settlement Class for settlement purposes only;
  - 5.1.2.** Preliminary approval of the Settlement Agreement;
  - 5.1.3.** Appointment of William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC as Class Counsel.
  - 5.1.4.** Appointment of the Settlement Class Representatives as the settlement class representatives;
  - 5.1.5.** Approval of the Notice Plan attached hereto as Exhibit A;
  - 5.1.6.** Approval of a Short Notice substantially similar to the one attached hereto as Exhibit B;
  - 5.1.7.** Approval of a Long Notice substantially similar to the one attached hereto as Exhibit C;
  - 5.1.8.** Approval of a Claim Form substantially similar to the one attached hereto as Exhibit D;  
and
  - 5.1.9.** Appointment of the Settlement Administrator.



- 5.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator (to the extent practicable) and may be revised as agreed by the Parties prior to the submission to the Court for approval. The Long Notice, Short Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.
- 5.3. After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.
- 5.4. Class Counsel shall share drafts of any memoranda in support of preliminary approval, final approval, and attorneys' fees and expenses with Defendants at least two (2) days before filing same and shall consider any proposed edits by Defendants in good faith.

**6. Effective Date and Termination**

- 6.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
- 6.1.1. The Parties execute this Agreement;
  - 6.1.2. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as Exhibit E, which shall include approval of the Notice Plan;
  - 6.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;

**6.1.4.** The Court enters the Final Approval Order and Judgment consistent with the requirements of Section 2.20 and without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment attached as Exhibit F; and

**6.1.5.** The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or 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, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

**6.2.** Mednax or AA may, in their sole discretion, terminate this Agreement if more than five (5) percent of the Settlement Class submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties (and submitted to the Court for *in camera* review, if requested by the Court). If either Mednax or AA elects to terminate the Settlement pursuant to this Section 6.2, they shall provide written notice to Class Counsel no later than fifteen (15) Business Days after the Opt-Out Deadline.

**6.3.** This Settlement may be terminated by either Settlement Class Representatives or Defendants by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) Business Days (or such longer time as may be agreed between Class Counsel and Defendants) after any of the following occurrences:

**6.3.1.** Class Counsel and Defendants mutually agree to termination before the Effective Date;

- 6.3.2.** The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;
- 6.3.3.** An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- 6.3.4.** The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or
- 6.3.5.** The Effective Date does not occur.
- 6.3.6.** Notwithstanding Sections 6.3.2–6.3.4, if the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order and Judgment is not upheld on appeal, the Parties shall negotiate in good faith in an attempt to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain Preliminary Approval and Final Approval. If the Parties are unable to reach an agreement to modify the Settlement consistent with this Section, then either Party may terminate this Agreement by providing written notice of termination, as provided for in Sections 6.3.2–6.3.4.
- 6.4.** If this Agreement is terminated under Section 6.2 or 6.3 above, the following shall occur:

  - 6.4.1.** Within ten (10) Business Days of receiving notice of a termination event from Defendants’ Counsel, the Settlement Administrator shall pay to Defendants an

amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administration and Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

**6.4.2.** The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;

**6.4.3.** Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or Entity in support of claims or defenses or in support or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

**6.4.4.** This Agreement shall become null and void, and the fact of this Settlement and that Defendants did not oppose certification of Settlement Class shall not be used or cited by any person or Entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims.

## **7. Settlement Benefits**

**7.1.** All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as Exhibit D to this Settlement Agreement, are eligible to receive:

**7.1.1. Out-of-Pocket Expenses:** Reimbursement for documented out-of-pocket losses that were incurred as a result of the Incident for one or more of the following, not to exceed a total of \$5,000.00 per Settlement Class Member: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency; (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of the Settlement Class Member's claim submission. Out-of-Pocket Expenses will be paid from the Settlement Fund, subject to the reasonable documentation required pursuant to Section 7.1.2. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim.

**7.1.2.** Settlement Class Members who elect to submit a Settlement Claim for Out-of-Pocket Expenses must provide to the Settlement Administrator the information required to evaluate the Settlement Claim, including: (i) the Settlement Class Member's name and current address; (ii) documentation supporting the Settlement Claim; and (iii) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Expenses can

include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred by the Settlement Class Member. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to warrant reimbursement, but these documents can be considered to add clarity to or support other submitted documentation.

**7.1.3.** Out-of-Pocket Expenses contemplated in subsections (i) and (iii) of Section 7.1.1 will be deemed to have occurred as a result of the Incident if: (i) the timing of the Out-of-Pocket Expense occurred on or after June 17, 2020; and (ii) the Personal Information used to commit any identity theft or fraud consisted of the same type of Personal Information that was involved in the Incident (if the Settlement Class Member received direct mail notice of the Incident) or consisted of the same Personal Information, attested under penalty of perjury, the Settlement Class Member provided to Defendants prior to the Incident (if the individual received substitute notice of the Incident). Individuals who received substitute notice of the Incident must also submit non-self-prepared documentation demonstrating that they or their minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

**7.1.4. Attested Time Spent:** Any Settlement Class Member who spent time researching or remedying issues related to the Incident or for any actions that were taken in response to receiving a Notice of Security Incident from Defendants will be eligible to submit a Settlement Claim for time spent in an amount of \$30.00 per hour up to four (4) hours (for a total of up to \$ 120.00 for Attested Time Spent). Settlement Class Members seeking reimbursement under

this Section 7.1.4 must attest that the time and/or effort spent was incurred as a result of the Incident. Individuals who received substitute notice of the Incident must also submit non-self-prepared documentation demonstrating that they or their minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020. Claims for Attested Time Spent will be paid from the Settlement Fund.

**7.1.5. Documented Time Spent:** Any Settlement Class Member who spent more than four (4) hours researching or remedying issues related to the Incident or for any actions that were taken in response to receiving a Notice of Security Incident from Defendants will be eligible to submit a Settlement Claim for that additional time spent, in an amount of \$30.00 per hour for up to ten (10) additional hours, provided that the Settlement Class Member provides to the Settlement Administrator the information required to evaluate the Settlement Claim, including: (i) the Settlement Class Member's name and current address; (ii) documentation supporting the time spent; and (iii) a brief description of the documentation, if the nature of the time spent is not apparent from the documentation alone. Documentation supporting this Settlement Benefit can include any documentation not "self-prepared" by the Settlement Class Member that demonstrates the time spent by the Settlement Class Member. "Self-prepared" documents such as handwritten notes are, by themselves, insufficient to warrant reimbursement, but these documents can be considered to add clarity to or support other submitted documentation. Individuals who received substitute notice of the Incident must also submit non-self-prepared

documentation demonstrating that they or their minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020. Claims for Documented Time Spent will be paid from the Settlement Fund.

**7.1.6. Medical Monitoring and Medical Fraud Protection Services:** Settlement Class Members may elect to receive three (3) years of medical monitoring and medical fraud protection services. To receive this benefit, a Settlement Class Member need only make this election on their Claim Form, except that individuals who received substitute notice of the Incident must also submit non-self-prepared documentation demonstrating that they or their minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020. All Medical Monitoring and Medical Fraud Protection Service codes will be distributed through the Claims Administrator. Medical Monitoring and Medical Fraud Protection Services shall be paid from the Settlement Fund.

**7.2.** Settlement Class Members making claims for any of the relief under Section 7.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or, if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury.

**7.3.** If the total amount of Approved Claims submitted under Section 7.1, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, and Expenses as approved by the Court, exceeds the amount of the Settlement Fund, then Approved



Claims under Section 7.1 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 7.1, Administration and Notice Costs, Attorneys' Fees as approved by the Court, and Expenses as approved by the Court, does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 7.1, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 7.1 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 7.1, Administration and Notice Costs, Attorneys' Fees as approved by the Court, and Expenses as approved by the Court, equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any *pro rata* increase or decrease provided herein to account for estimated, but not yet incurred, Administration and Notice Costs. For the avoidance of doubt, in no event shall Defendants' collective liability or obligation under this Settlement Agreement exceed the Settlement Fund.

- 7.4. In the event that any checks mailed to Settlement Class Members remain uncashed after the expiration of 120 days, or an envelope containing a check mailed to a Settlement Class Member is returned and no forwarding address can be located for the Settlement Class Member after reasonable efforts have been made, then the Parties shall meet and confer regarding the appropriate use of any residual funds, including whether any such funds shall be paid to an agreed upon *cy pres* recipient, and shall present their plan with respect to the use of any residual funds to the Court. To be clear, and for the avoidance of any doubt, Defendants shall have no additional payment obligations under the settlement.

**8. Non-Disparagement**

8.1 The Parties and the Parties' Counsel shall not disparage any Party to this litigation (including their family members, relatives, subsidiaries, affiliates, affiliated medical practices, employees, officers, directors, and owners). Plaintiffs or their counsel shall not issue any press release or any other public-facing statement or otherwise initiate press coverage of the Settlement. If contacted by the press, Plaintiffs and their counsel may respond generally by stating that they are pleased that the Settlement was reached and that it was a fair and reasonable result. Notwithstanding the foregoing, this provision shall not impinge upon or restrict in any way Plaintiffs' counsels' obligations under the Rules of Professional Conduct in connection with communications with their clients, the Settlement Class, and the Court. Plaintiffs' counsel shall be permitted to place a summary notice of the Settlement on their respective websites directing inquiries about the Settlement to the Claims Administrator or its website. Defendants shall have the right to review and approve any such summary notices before they are posted, with such approval not to be unreasonably withheld.

**9. Selection and Duties of Settlement Administrator**

- 9.1. The Parties agree that Plaintiffs will obtain bids and select the Settlement Administrator, subject to approval by Defendants, such approval not to be unreasonably withheld.
- 9.2. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan, once approved by the Court), the duties of the Settlement Administrator shall include:

- 9.2.1.** Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Section 7.1.1 or Section 7.1.5; and (iii) the information submitted would lead a reasonable person to conclude, for a Settlement Claim for Documented Out-of-Pocket Expenses submitted under Section 7.1.1, or for a Settlement Claim for Documented Time Spent submitted under Section 7.1.5, that the alleged expenses resulted from the Incident.
- 9.2.2.** The Settlement Administrator may at any time (but is not required to) request from any claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, *e.g.*, documentation requested on the Claim Form and information regarding the claimed losses. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time in the Settlement Administrator's discretion but not exceeding 30 days to provide the supplemental information before rejecting the claim. Requests for supplemental claim information shall be made as promptly as reasonably possible after the Claims Deadline (or earlier in the discretion of the Settlement Administrator). If the supplemental claim information does not cure a claim defect as reasonably determined by the Settlement Administrator, then the

Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim. For the avoidance of doubt, the Settlement Administrator is not required to request supplemental claim information, and in reasonably exercising its discretion, may deny a claim without requesting supplemental claim information.

- 9.2.3.** Establishing and maintaining a post office box for receiving requests for exclusion from the Settlement;
- 9.2.4.** Establishing and maintaining a Settlement website;
- 9.2.5.** Responding to Settlement Class Member inquiries via U.S. mail, email, or telephone;
- 9.2.6.** Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- 9.2.7.** Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;
- 9.2.8.** Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;
- 9.2.9.** Providing weekly reports that summarize the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;
- 9.2.10.** Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for

exclusion (i.e., requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by the Parties' Counsel;

- 9.2.11.** After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members, including Medical Monitoring and Medical Fraud Protection Services codes;
  - 9.2.12.** Prior to the Final Approval Hearing, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement; and
  - 9.2.13.** Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.
- 9.3.** As specified in Section 3.2, all Administration and Notice Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement, including the costs of direct mail notice to individuals who received direct mail notice of the Incident, shall be paid from the Settlement Fund.
- 9.4.** Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.
- 9.5.** The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement

Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

**10. Notice Plan**

- 10.1.** The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within thirty (30) days after the Court's entry of a Preliminary Approval Order, Defendants shall provide the Settlement Administrator with a list of the individuals to which it sent direct mail notice of the Incident, as reflected in Defendants' records.
- 10.2.** Should the Settlement be terminated for any of the reasons identified in Sections 6.2 or 6.3, the Settlement Administrator shall immediately destroy all contact information received from Defendants for Settlement Class Members.
- 10.3.** As specified in Section 3.2, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

**11. CAFA Notice**

- 11.1.** The Settlement Administrator, on behalf of Defendants, will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court. Defendants agree to pay up to \$2,000.00 of the costs incurred by the Settlement Administrator relating to providing the notice required by the Class Action Fairness Act of 2005 outside of the Settlement Fund. All additional costs incurred by the Settlement Administrator relating to providing the notice required by the Class Action Fairness Act of 2005 shall be paid from the Settlement Fund.

**12. Covenants Not to Sue**

**12.1.** The Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

### **13. Representations and Warranties**

**13.1.** Each Party represents that:

- (i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- (ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;
- (iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- (iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;
- (v) 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;

- (vi) except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;
- (vii) each of the Parties assumes the risk of mistake as to facts or law;
- (viii) this Agreement constitutes a valid, binding, and enforceable agreement; and
- (ix) no consent or approval of any person or Entity is necessary for such Party to enter into this Agreement.

**13.2.** The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

**13.3.** The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims or otherwise in any way related to the Incident.

#### **14. Releases**

**14.1.** As of the Effective Date, the Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge the Released Parties with respect to any and all Released Claims between and/or among them, known or unknown, arising out of or related in any way to the Incident, except for claims relating to the enforcement of the Settlement or this Agreement.

**14.2.** The Parties expressly intend that all Released Parties shall have the right to directly enforce the Releases herein.



**14.3.** 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 the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, 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. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

**14.4.** Within ten (10) Business Days after the Effective Date, Class Counsel and the Settlement Class Representatives shall dismiss with prejudice all claims, Actions, or proceedings that are released pursuant to this Agreement, to the extent any such claims, Actions, or proceedings remain pending after the Court issues the Final Approval Order and Judgment.

**15. No Admission of Wrongdoing**

**15.1.** This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. This Agreement shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member 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 other wrongdoing of Defendants.

**15.2.** This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Defendants has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

**15.3.** The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, all similar state statutes, rules of evidence, and arbitral rules, and the mediation privilege.

**15.4.** Notwithstanding the foregoing provisions of Section 15 or any other terms in this Settlement, Defendants may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where they deem it necessary to defend themselves in any other action, or in any judicial, administrative, regulatory, arbitral, or other proceeding, as they deem it necessary to comply with or address regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and to enforce this Agreement and the Settlement, including the releases contained therein.

## **16. Opt-Outs**

**16.1.** Any individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-Out Deadline.

**16.2.** The written request for exclusion must:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion;
- (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request (or, in the case of a minor, the personal signature of the minor's parent or legal guardian appears on the request).

**16.3.** To be effective and valid, opt-out requests submitted online must verify the request to opt-out no later than the Opt-Out Deadline using the link sent to the individual who submitted the request for exclusion.

**16.4.** Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

**16.5.** Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

**16.6.** Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

**16.7.** Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members.

## **17. Objections**

- 17.1.** Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 17.2.** The written objection must include:
- (i) The case name and number of the Action;
  - (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
  - (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
  - (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
  - (v) A statement of the specific grounds for the objection; and
  - (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.
- 17.3.** In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.
- 17.4.** Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement, the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval

Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

**18. Attorneys' Fees and Expenses**

- 18.1.** Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least fourteen (14) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses as determined by Class Counsel shall be paid by the Settlement Administrator to the various Plaintiffs law firms from the Settlement Fund within twenty-one (21) Business Days after the Effective Date. To avoid any doubt, Attorneys' Fees and Expenses shall be paid by the Settlement Administrator based on Class Counsel's written direction from the Settlement Fund.
- 18.2.** Defendants agree not to oppose any Attorneys' Fees request by Class Counsel of up to 30.00% of the Settlement Fund, to be paid from the Settlement Fund. Defendants also agree not to oppose a request by Class Counsel for Expenses of up to \$800,000.00, to be paid from the Settlement Fund. This term was negotiated after the Parties reached an agreement on the remaining terms of this Settlement.
- 18.3.** The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in 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 payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

**19. Confidentiality**

**19.1.** The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and shall not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order. Notwithstanding the foregoing, Defendants may disclose this Agreement for legal, compliance, and regulatory-related purposes.

**20. Notices**

**20.1.** All notices to Class Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

William B. Federman  
FEDERMAN & SHERWOOD  
10205 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
wbf@federmanlaw.com

and to:

Maureen M. Brady  
MCSHANE & BRADY, LLC  
1656 Washington Street, Suite 120  
Kansas City, MO 64108  
mbrady@mcsbanebradylaw.com

**20.2.** All notices to Defendants or Defendants' Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

Kristine M. Brown  
Gavin Reinke  
ALSTON & BIRD LLP  
1201 West Peachtree Street NW  
Atlanta, GA 30309  
kristine.brown@alston.com  
gavin.reinke@alston.com

and to:

Thomas J. Butler  
MAYNARD NEXSEN P.C.  
1901 Sixth Avenue North, Suite 1700  
Birmingham, AL 35203  
tbutler@maynardnexsen.com

and to:

J.T. Malatesta  
POLSINELLI P.C.  
2100 Southbridge Pkwy., Suite 650  
Birmingham, Alabama 35209  
jtmalatesta@polsinelli.com

- 20.3.** The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

## **21. Miscellaneous Provisions**

- 21.1.** Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.
- 21.2.** Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.
- 21.3.** Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

- 21.4.** 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.
- 21.5.** 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 expressly contained and memorialized herein.
- 21.6.** Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 21.7.** Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.
- 21.8.** Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their successors.
- 21.9.** Waiver. The failure of a Party 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.

**21.10.** 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.

**21.11.** Counterparts. The Settlement 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. A complete set of executed counterparts shall be filed with the Court. This Agreement may be executed using DocuSign.

**21.12.** Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

**21.13.** Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto.

**21.14.** Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Florida, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

**21.15.** Interpretation. The following rules of interpretation shall apply to this Agreement:

- (i) Definitions apply to the singular and plural forms of each term defined.
- (ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

- (iii) 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.”

- 21.16.** Fair and Reasonable. The Parties and the Parties’ Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.
- 21.17.** 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. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.
- 21.18.** Confidentiality of Discovery Material. The Parties, the Parties’ Counsel, and any retained or consulting experts, agree that each of them remain subject to the Court’s Protective Order with respect to any discovery materials produced formally or informally thereunder.
- 21.19.** No Government Third-Party Rights or Beneficiaries. No government agency or official can claim any rights under this Agreement or Settlement.
- 21.20.** No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

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

**Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:**



Name: William B. Federman

Date:



Name: Maureen M. Brady

Date:

**Defendant Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.)**

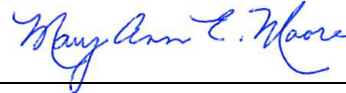


Name: Mary Ann E. Moore

Title: EVP, General Counsel and Secretary

Date: April 5, 2024

**Defendant PMG Services, Inc. (f/k/a Mednax Services, Inc.)**



Name: Mary Ann E. Moore

Title: EVP, General Counsel and Secretary

Date: April 5, 2024

**Defendant Pediatrix Medical Group of Kansas, P.C.:**



Name: Michael R. Santana

Title: Secretary

Date: April 5, 2024

**Defendant American Anesthesiology, Inc.**

Name:

Title:

Date:

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

**Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:**

\_\_\_\_\_  
Name: William B. Federman  
Date:

\_\_\_\_\_  
Name: Maureen M. Brady  
Date:

**Defendant Pediatrix Medical Group, Inc. (f/k/a Mednax, Inc.)**

\_\_\_\_\_  
Name: Mary Ann E. Moore  
Title: EVP, General Counsel and Secretary  
Date:


**Defendant PMG Services, Inc. (f/k/a Mednax Services, Inc.)**

\_\_\_\_\_  
Name: Mary Ann E. Moore  
Title: EVP, General Counsel and Secretary  
Date:

**Defendant Pediatrix Medical Group of Kansas, P.C.:**

\_\_\_\_\_  
Name: Michael R. Santana  
Title: Secretary  
Date:

**Defendant American Anesthesiology, Inc.**

  
\_\_\_\_\_  
Name: Beth Green  
Title: Secretary  
Date: 4/5/2024

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

IN RE:  
MEDNAX SERVICES, INC.,  
CUSTOMER DATA SECURITY  
BREACH LITIGATION

Case No.: 21-MD-02994-RAR

This Document Relates To: All Actions

**NOTICE PLAN**

1.1 This Notice Plan describes the manner and means by which the Settlement Class Members<sup>1</sup> will receive notice of the Settlement, the rights available to them, and the steps they must take to obtain settlement benefits, exclude themselves from the Settlement, and object to the Settlement. The Settlement Administrator shall be responsible for implementing and executing this Notice Plan.

1.2 This Notice Plan is designed to reach Settlement Class Members, providing opportunities to learn about the Action and the Settlement and act upon their rights. This Notice Plan is designed to meet due process requirements.

1.3 Within sixty (60) days of entry of the Preliminary Approval Order, the Settlement Administrator shall cause notice to be disseminated to the Settlement Class pursuant to the provisions set forth below, the costs of which shall be Administration and Notice Costs.

1.4 Notice shall be provided to Settlement Class Members via direct notice (double-sided postcards with tear off claims forms attached) and media notice (digital ads).

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement.

**Direct Notice**

1.5 Using data records provided by counsel for Defendants, the Settlement Administrator will mail the Short Notice, attached as Exhibit B to the Settlement Agreement (“Direct Mail Notice”), by First-Class U.S. Mail to Settlement Class Members who received direct mail notice of the Incident. Prior to mailing, the Settlement Administrator will update the Settlement Class Member information using the National Change of Address (NCOA) system maintained by the United States Postal Service (USPS). The NCOA system contains new addresses of people and businesses that have moved over the past 48 months and notified USPS of their new addresses. Standardizing and updating addresses prior to mailing using NCOA is industry standard and improves delivery rates.

1.6 Direct Mail Notices that are returned as non-deliverable will be reviewed and re-mailed as appropriate. In the case of Direct Mail Notices returned as non-deliverable with an automatic forwarding order, the Direct Mail Notices will be re-mailed to any address indicated by the USPS in the automatic forwarding order. Direct Mail Notices returned as non-deliverable without a forwarding address will be further traced through TransUnion or a similar vendor to obtain a more current address. TransUnion uses a variety of third-party sources to compare the latest addresses for individuals and returns updated addresses for them. If any such address is found, the Direct Mail Notices will be re-mailed.

**Media Notice**

1.7 The Settlement Administrator will purchase approximately 60,700,000 impressions programmatically on various websites and mobile apps to target adults 18+ via one or more ad exchanges (e.g., Google Display Network) and on Facebook (the “Media Notice”). The Settlement Administrator anticipates that the Notice Plan will reach at least 70% of the class.

1.8 The Parties shall mutually agree on the form and content of the information to be provided in the Media Notice, which shall contain information about the settlement website, toll-free number, and Post Office Box for contacting the Settlement Administrator.

1.9 This media campaign will have a 60-day duration, beginning within thirty (30) days of entry of the Preliminary Approval Order.

**Class Member Response Mechanisms**

1.10 The Direct Mail Notice and Media Notice contain information about the settlement website, toll-free number, and Post Office Box for contacting the Settlement Administrator.

1.11 Settlement Class Members who receive the Direct Mail Notice can use the unique identifier provided to file a claim online or by returning the detachable Claim Form. The online claim filing system will allow the Settlement Class Member to upload documentation to support their claim. Moreover, for other Settlement Class Members, the settlement website shall also make available a copy of the Claim Form that may be printed, filled out, and returned to the Settlement Administrator by mail at a designated mailing address that shall also be provided on the settlement website.



# **EXHIBIT B**

**COURT APPROVED LEGAL NOTICE**

*In re: Mednax Services, Inc. Data Security Breach Litigation, Case No. 21-MD-02994-RAR (S.D. Fla.)*

**If you were notified of a cybersecurity incident in or around December 2020 or January 2021 by Mednax or American Anesthesiology, you may be eligible for benefits from a class action settlement.**

A proposed Settlement has been reached with Defendants Mednax, Inc., Mednax Services, Inc., Pediatrix Medical Group, Inc., Pediatrix Medical Group of Kansas, P.C., and American Anesthesiology, Inc., related to a cybersecurity incident (the “Cybersecurity Incident”). The lawsuit, which is pending in the U.S. District Court for the Southern District of Florida, alleges that Defendants did not adequately protect certain personal information. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

**Who is Included?** Records indicate you are included in this Settlement as a Class Member. The Class includes the U.S. residents who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their personal information may have been involved in the Cybersecurity Incident.

**What does the Settlement Provide?** The Settlement provides compensation for lost time in addressing issues related to the Cybersecurity Incident (up to 14 hours at \$30.00/hour), payment of out-of-pocket expenses related to the Cybersecurity Incident (up to \$5,000.00 per person), and three years of medical fraud monitoring; attorneys’ fees and expenses; and costs of notice and administration. The aggregate payment by Defendants is \$6,000,000.00. ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

**How To Get Benefits:** You must submit a claim form, including any required documentation. The deadline to file a claim form is **Month XX, 2024**. You can easily file a claim online at **[WEBSITE]** or by submitting the claim form included with this notice. You can also get a paper claim form at the website or by calling toll free **1-xxx-xxxx**, and file by mail. When filing your claim use your unique Class Member ID (printed on the back of this notice).

**Your Other Options:** If you file a claim form, object to the Settlement and/or Attorneys’ Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Defendants about the Cybersecurity Incident. If you don’t want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month XX, 2024**. If you do not exclude yourself, you may object to the Settlement and/or Attorneys’ Fees and Expenses by **Month XX, 2024**. The Court has scheduled a hearing in this case for **Month XX, 2024**, to consider whether to approve the Settlement and Attorneys’ Fees and Expenses, as well as any objections. For complete information about all of your rights and options, as well as claim forms, the Long Form Notice and Settlement Agreement, visit **[WEBSITE]**, or call **1-xxx-xxxx**.

**For more information, call toll-free **[InsertPhoneNumber]** or visit **[InsertWebsiteLink]** and read the detailed Notice.**

**CLAIM FORM** - *In re: Mednax Services, Inc. Data Security Breach Litigation*, Case No. 21-MD-02994-RAR (MEMBER ID: **claim Id**)

To submit a claim for medical fraud monitoring or for attested time spent addressing issues related to the Cybersecurity Incident, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than** [redacted] **2024**. Please complete the claim form for each category of benefits that you would like to claim. **You may check more than one box.** (*Note:* Claims for Reimbursement of Out-of-Pocket Expenses and Documented Time Spent require supporting documentation and, therefore, must be submitted online at **insert website here** or mailed to the Settlement Administrator with a separate Claim Form.)

**Contact Information** (*Please fill in completely.*)

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Parent or Legal Guardian Full Name (if submitting on behalf of a minor child): \_\_\_\_\_  
Address, City, State, Zip Code : \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Medical Fraud Monitoring**

To receive the medical fraud monitoring offered as part of the settlement, please check the box below:

I would like to claim three (3) years of medical fraud monitoring at no cost to me.

**Attested Time Spent Responding to the Cyber Incident**

To receive up to **\$120.00 in cash** for up to 4 hours of time responding to the Cyber Incident at a rate of \$30.00 per hour, provide the following:

I spent a total of  hours of time in response to or addressing issues related to the Cyber Incident (please use half hour increments).

**SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury that the information supplied in this claim form is true and correct to the best of my recollection. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_ Print Name: \_\_\_\_\_

The deadline to submit this form is [redacted], 2024 Questions? Visit **insert website here** or call ( )

# **EXHIBIT C**

**NOTICE OF CLASS ACTION SETTLEMENT**

SOUTHERN DISTRICT OF FLORIDA

*In re: Mednax Services, Inc. Data Security Breach Litigation*  
Case No. 21-MD-02994-RAR

**If you were notified of a cybersecurity incident in or around December 2020 or January 2021 by Mednax or American Anesthesiology, you may be eligible for benefits from a class action settlement.**

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

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with Mednax, Inc., Mednax Services, Inc., Pediatrix Medical Group, Inc., and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”) and American Anesthesiology, Inc. (individually, “AA” or collectively with Mednax, “Defendants”) in a class action lawsuit about a security incident impacting Defendants (the “Incident”). The Settlement provides benefits as described in this notice. If you (or your minor child) are a Settlement Class Member, there are benefits available to you from the proposed settlement. The settlement includes all persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their PHI and PII may have been involved in the cybersecurity Incident. **The easiest way to submit a claim under the Settlement is online at [\[WEBSITE\]](#).**

The settlement provides payments and other benefits to people who submit valid claims for lost time, certain documented out-of-pocket expenses, and medical monitoring services. More specifically, the settlement relief includes:

- Compensation for Lost Time: If you spent time addressing issues relating to the cybersecurity Incident, you can make a claim for reimbursement for up to 4 total hours of time at a rate of \$30.00/hour. To submit a valid claim, you must represent that the time and/or effort spent was incurred as a result of the cybersecurity Incident.

If you spent more than 4 hours researching or remedying issues relating to the cybersecurity Incident or taking actions in response to receiving a Notice of Security Incident from Defendants, you may submit a claim for up to 10 additional hours at a rate of \$30.00/hour. To submit a valid claim for this additional time, you must include non-self-prepared documentation supporting the time spent.

To submit a claim for any amount of lost time, and if you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

- Medical Monitoring: With this Settlement, you can submit a claim for three years of medical fraud monitoring and medical fraud protection services.

**Questions? Visit [\[WEBSITE\]](#) or Call 1-[XXX-XXX-XXXX](#)**

If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

- **Compensation for Out-of-Pocket Expenses:** If you have incurred actual, unreimbursed expenses as a result of the cybersecurity Incident, you can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses include: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency; (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of your Claim Form. You must include documentation to support that the out-of-pocket expenses were the result of the cybersecurity Incident.

If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a claim for Settlement Benefits</b>	You must submit a claim form in order to receive any of the above-listed benefits. Your claim form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator or, if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021, you must include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.	(90) days from date of Notice

**Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX**

	For more detailed information, see Question 9.	
<b>Exclude yourself from the Settlement</b>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Defendants (or any Released Parties) for claims related to the cybersecurity Incident. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 16.</p>	60 days from date of notice
<b>Object to or comment on the Settlement</b>	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Defendants (or any Released Parties) for claims related to the cybersecurity Incident, as described in the Settlement Agreement available on the Settlement website, <a href="#">[[WEBSITE]]</a>.</p> <p>For more detailed information, see Question 17.</p>	60 days from date of notice
<b>Do Nothing</b>	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Defendants (or any Released Parties) separately for claims relating to the cybersecurity Incident or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

**Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-[XXX-XXX-XXXX](#)**

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION .....Page 5**

- 1. What is this notice, and why did I get it?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

**WHO IS PART OF THE SETTLEMENT? .....Page 6**

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

**THE SETTLEMENT BENEFITS .....Page 6**

- 6. What does the Settlement provide?
- 7. How will the Settlement help me protect against future fraud?
- 8. What happens if the amount of claims exceeds the amount of the settlement?

**HOW DO YOU RECEIVE A BENEFIT?.....Page 8**

- 9. How do I file a claim for Medical Monitoring, Out-of-Pocket Expenses, or Lost Time?
- 10. How will claims be decided?
- 11. When will I get my payment?

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT .....Page 8**

- 12. What am I giving up as part of the Settlement?

**THE LAWYERS REPRESENTING YOU.....Page 9**

- 13. Do I have a lawyer in this case?
- 14. How will the lawyers be paid?
- 15. Will the Settlement Class Representative receive additional money?

**EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 9**

- 16. How do I exclude myself from the Settlement?

**OBJECTING TO THE SETTLEMENT ..... Page 10**

- 17. How do I tell the Court that I like or do not like the Settlement Agreement?

**GETTING MORE INFORMATION ..... Page 12**

- 18. How do I get more information?

**Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX**



## BASIC INFORMATION

### 1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was potentially involved in the cybersecurity Incident.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

### 2. What is this lawsuit about?

This lawsuit involves claims that Defendants are responsible for a cybersecurity incident involving the unauthorized access to certain Mednax Microsoft Office365 email accounts that was the subject of notices provided by Defendants in or around December 2020 and January 2021 (the “Incident”).

Defendants deny these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by any Defendant.

### 3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class (“Class Counsel,” see Question 13) believe that the settlement is in the best interests of the Settlement Class Members.

Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX

## WHO IS PART OF THE SETTLEMENT?

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

You are a Settlement Class Member if you reside in the United States and were notified in or around December 2020 and January 2021, via either written or substitute notice, that your Personal Information may have been involved in the cybersecurity Incident.

If you are not sure whether you are included in the settlement, you may contact the Settlement Administrator at 1-888-8888 or [address] with questions.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

The Settlement provides:

- Compensation for lost time addressing issues related to the cybersecurity Incident;
- Compensation for unreimbursed, out-of-pocket expenses;
- Three years of medical monitoring (Question 7);
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Attorneys' Fees, costs, and expenses, as approved by the Court (Question 14).

**Settlement Benefit: Cash Payment for Lost Time:** Settlement Class Members who spent time researching or remediating issues related to the cybersecurity Incident or for any actions that were taken in response to receiving a Notice of Security Incident from Defendants can make a claim for reimbursement for up to 14 hours of time at a rate of \$30.00/hour.

To claim reimbursement for up to 4 hours of Lost Time, you must represent that the time and/or effort spent was incurred as a result of the cybersecurity Incident. To submit a claim for more than 4 hours (up to 14 total), you must include non-self-prepared documentation supporting the time spent.

If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses:** Settlement Class Members that have documented out-of-pocket losses as a result of the cybersecurity Incident can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses that are eligible for reimbursement include the following:

- (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information;

Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX

- (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency;
- (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and
- (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of your Claim Form.

To claim reimbursement for Out-of-Pocket Expenses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

**Settlement Benefit: Medical Monitoring:** You can submit a claim for three years of medical monitoring and medical fraud protection services. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

\* \* \*

The Settlement Administrator will decide if your claim is valid. Only valid claims will be paid/approved. The deadline to file a claim for Lost Time, Out-of-Pocket Expenses, and/or Medical Monitoring is **[CLAIMS DEADLINE]**. **The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.**

#### 7. How will the Settlement help me protect against future fraud?

Settlement Class Members can submit a claim for three years of medical monitoring and medical fraud protection. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

The deadline to file a claim for Medical Monitoring is **[CLAIMS DEADLINE]**. If you submit a valid claim form and elect to enroll in Medical Monitoring, you will receive enrollment instructions by email after the settlement is final.

**Questions? Visit [\[WEBSITE\]](#) or Call 1-**XXX-XXX-XXXX****

## 8. What happens if the amount of claims exceeds the amount of the settlement?

The aggregate amount Defendants shall be responsible to pay under this Settlement Agreement is capped at \$6,000,000.00. If the total amount of Approved Claims made by Settlement Class Members, together with the Administration and Notice Costs, Attorneys' Fees, and Expenses, exceeds the aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Settlement Benefits paid by Defendants does not exceed the amount of the settlement.

## HOW DO YOU RECEIVE A BENEFIT?

### 9. How do I file a claim for Medical Monitoring, Out-of-Pocket Expenses, or Lost Time?

To file a claim for medical monitoring, reimbursement for Lost Time, or Out-of-Pocket Expenses, you will either need to file a claim form with your Unique Class Member ID, which can be found on the post-card notice you received or by contacting the Settlement Administrator. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you do not need a Unique Class Member ID, but to file a claim for medical monitoring, reimbursement for Lost Time, or Out-of-Pocket Expenses, you must submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020. **The easiest way to submit a claim form is online, by filling out the form at [\[\[WEBSITE\]\]](#).** You can also download a paper claim form and return a completed claim form by mail addressed to:

#### INSERT

The deadline to file a claim is **[\[CLAIMS DEADLINE\]](#)** (this is the last day to file online and the postmark deadline for mailed claims). If you.

### 10. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

Defendants' payments under the Settlement are subject to the aggregate cap discussed in Question 8.

### 11. When will I get my payment?

Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-**[XXX-XXX-XXXX](#)**

The Court will hold a hearing on [FINAL APPROVAL DATE] to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

## LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

### 12. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the cybersecurity Incident against Defendants and any Released Parties when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendants or any Released Parties for any harm related to the cybersecurity Incident or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 16), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Defendants or any Released Parties regarding the cybersecurity Incident.

Paragraphs 2.33 and 2.34 of the Settlement Agreement define the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [[WEBSITE]].

If you have any questions, you can contact the Settlement Administrator (*see* Question 18).

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC as Settlement Class Counsel. You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys' Fees, costs, and expenses. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsels' request for Attorneys' Fees and Costs (which must be approved by the Court) will be filed by [DATE] and

Questions? Visit [[WEBSITE]] or Call 1-XXX-XXX-XXXX

will be available to view on the Settlement website at [\[\[WEBSITE\]\]](#). Any amount approved by the Court will be subject to the aggregate cap referenced in Question 8.

**15. Will the Settlement Class Representative receive additional money?**

No. The Settlement Class Representatives in this action will not receive additional money beyond the claims available to all Settlement Class Members.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

**16. How do I exclude myself from the Settlement?**

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Defendants, and you may file your own lawsuit against Defendants based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must do so online at [\[\[WEBSITE\]\]](#) by [\[\[DATE\]\]](#) or mail a “request for exclusion,” postmarked no later than [\[\[DATE\]\]](#), to:

**INSERT**

The statement must contain the following information:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion (or his/her parent or legal guardian, if a minor child);
- (iv) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request (or, in the case of a minor, the personal signature of the minor’s parent or legal guardian appears on the request).

**Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-[XXX-XXX-XXXX](#)**

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

## **OBJECTING TO THE SETTLEMENT**

### **17. How do I tell the Court that I like or do not like the Settlement Agreement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (i) The case name and number of the Action;
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) A statement of the specific grounds for the objection; and
- (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by [DATE] or mailed, postmarked no later than [DATE], to the following addresses:

**Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX**

COURT	DEFENDANTS' COUNSEL	LEAD CLASS COUNSEL
Clerk of Court Wilkie D. Ferguson, Jr. United States Courthouse 400 N. Miami Avenue Miami, FL 33128	Kristine M. Brown Gavin Reinke ALSTON & BIRD LLP 1201 West Peachtree Street NW Atlanta, GA 30309-3424  and to:  Thomas J. Butler MAYNARD NEXSEN P.C. 1901 Sixth Ave. N., Suite 1700 Birmingham, AL 35203  and to:  J.T. Malatesta POLSINELLI P.C. 2100 Southbridge Pkwy., Suite 650 Birmingham, AL 35209	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Avenue Oklahoma City, OK 73120  and to:  Maureen M. Brady MCSHANE & BRADY, LLC 1656 Washington Street, Suite 120 Kansas City, MO 64108

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **[DATE and TIME]** before the Honorable Rodolfo Ruiz, at the United States District Court for the Southern District of Florida located at 400 N. Miami Avenue, Miami, FL 33128. This hearing date and time may be moved. Please refer to the Settlement website (**[WEBSITE]**) for notice of any changes.

## GETTING MORE INFORMATION

### 18. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at **[WEBSITE]** or call **[PHONE]**. You can also contact the Settlement Administrator by mailing a letter to the Settlement Administrator, **[INSERT ADDRESS]**, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate

**Questions? Visit [\[WEBSITE\]](#) or Call 1-**[XXX-XXX-XXXX]****



directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

*Please do not contact the Court, its Clerks, or Defendants.*

Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-XXX-XXX-XXXX

# **EXHIBIT D**

**CLAIM FORM FOR CYBERSECURITY INCIDENT BENEFITS**

*In re: Mednax Services, Inc. Data Security Breach Litigation,  
Case No. 21-MD-02994-RAR (S.D. Florida)*

COMPLETE AND SIGN THIS FORM AND FILE ONLINE NO LATER THAN **[DUE DATE]**  
AT **[WEBSITE]** OR FILE BY MAIL POSTMARKED BY **[due date]**.

*You **must** use this form to make a claim for lost time payments, out of pocket loss payments, and free credit monitoring.*

Questions? Call **1-888-8888** or visit the website, **[WEBSITE]**

**CLASS MEMBER INFORMATION**

Full Name: \_\_\_\_\_

Parent or Legal Guardian Full Name (if submitting on behalf of a minor child): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

(This field is required to receive medical monitoring. If provided, we will also communicate with you about your claim primarily by email.)

Unique Claim Form Identifier: \_\_\_\_\_

*If you received a notice of this Settlement by U.S. mail, your Unique Claim Form Identifier is on the envelope or postcard. If you misplaced your notice, please contact the claim administrator at **1-888-8888** or **[ADDRESS]**. If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must include along with your claim non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020. If you do not include either a Unique Claim Form Identifier or the documentation referenced above, your claim will be denied.*

**SETTLEMENT OVERVIEW**

Compensation for Out-of-Pocket Expenses: If you have incurred actual, unreimbursed expenses as a result of the cybersecurity Incident, you can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses include: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency; (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of this Claim Form. You must include documentation to support that the out-of-pocket expenses were the result of the cybersecurity Incident. If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

Compensation for Lost Time: If you spent time researching or remedying issues relating to the cybersecurity Incident or took actions in response to receiving a Notice of Security Incident from Defendants, you can make a claim for reimbursement for up to 4 hours of time at a rate of \$30.00/hour. To submit a valid claim, you must attest that the time and/or effort spent was incurred as a result of the cybersecurity Incident. If you spent more than 4 hours researching or remedying issues relating to the cybersecurity Incident or taking actions in response to receiving a Notice of Security Incident from Defendants, you may submit a claim for up to ten (10) additional hours at a rate of \$30.00/hour. To submit a valid claim for this additional time, you must include non-self-prepared documentation supporting the time spent. If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), to seek any amount of compensation for lost time, you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

Medical Monitoring: You can submit a claim for three years of medical monitoring and medical fraud protection services. If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), to receive medical monitoring and fraud protection services, you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Failure to provide all required information will result in your claim being rejected by the Settlement Administrator.**

1. Were you sent a written notice that your information may have been involved in the cybersecurity Incident?  
Yes  (Proceed to Question 3) No  (Proceed to Question 2)
  
2. Do you believe you received substitute notice of the cybersecurity Incident?  
Yes  (You must submit documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020, and proceed to Question 3) No  (You are not eligible to submit a claim)

**CLAIM FOR MEDICAL MONITORING**

3. Do you wish to receive three years of medical monitoring and medical fraud protection services? [Note you must provide a valid email address above to receive this benefit]  
Yes  (Please include your email on the first page and proceed to Question 4)

**CLAIM FOR LOST TIME PAYMENT**

4. Did you spend time addressing issues related to the cybersecurity Incident?  
  
Yes  (Proceed to Question 5) No  (Please proceed to Question 6)
  
5. If you selected “Yes” for Question 4, please fill out the below statement indicating how many hours you spent addressing issues related to the cybersecurity Incident.  
  
**I spent \_\_\_\_ (up to 14) total hours addressing issues related to the cybersecurity Incident to be reimbursed at a rate of \$30.00/hour.**  
  
*Reminder: If you are seeking compensation for more than 4 hours of lost time, you must include supporting documentation that is not self-prepared with this claim form. Failure to submit supporting documentation will result in denial of your claim for additional lost time.*  
  
*Please proceed to Question 6.*

**CLAIM FOR REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES**

6. Do you have documentation supporting that you experienced (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency; (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and/or (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of this Claim Form.? You may submit a claim, with supporting documentation, for up to \$5,000.00 in out-of-pocket expenses.

Yes  (Please complete the chart below and then proceed to Certification and Signature) No  (You are not eligible to submit a claim for out-of-pocket expenses. Please proceed to Certification and Signature)

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Bank fees incurred as a result the cybersecurity Incident			<p><i>Example: Account statement with fees incurred as a result of the cybersecurity Incident highlighted.</i></p> <p><i>The description of the fees in the documentation must be specific enough to enable the settlement administrator to determine why the fees were incurred and you must explain why the fees were incurred as a result of the cybersecurity Incident.</i></p>
<input type="checkbox"/> Long distance phone charges incurred as a result of the cybersecurity Incident			<p><i>Example: Phone bills with long distance telephone calls made as a result of the cybersecurity Incident, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the cybersecurity Incident.</i></p> <p><i>You must explain who the calls were made to and why they were made as a result of the cybersecurity Incident. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the cybersecurity Incident.</i></p>

<b>Loss Type</b> (Check all that apply)	<b>Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Documentation</b> (Identify what you are attaching and why)
<input type="checkbox"/> Cell phone charges (only if charged by the minute) incurred as a result of the cybersecurity Incident			<p><i>Example: Cell phone bill with calls made as a result of the cybersecurity Incident, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the cybersecurity Incident.</i></p> <p><i>You must explain who the calls were made to and why they were made as a result of the cybersecurity Incident. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the cybersecurity Incident.</i></p>
<input type="checkbox"/> Data charges (only if charged based on the amount of data used) incurred as a result of the cybersecurity Incident			<p><i>Example: Cell phone bill with data charges incurred as a result of the cybersecurity Incident, and corresponding charges, highlighted, along with an explanation of what the data charges are for and why they were incurred as a result of the cybersecurity Incident.</i></p> <p><i>You must explain what activities the data charges correspond to and why they were incurred as a result of the cybersecurity Incident. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific activities that incurred data charges that you undertook as a result of the cybersecurity Incident.</i></p>
<input type="checkbox"/> Postage charges incurred as a result of the cybersecurity Incident			<p><i>Example: Receipts from the United States postal service or other shipping companies, along with an explanation of what you sent and why you sent it.</i></p> <p><i>You must explain what you sent to incur the charges, to whom you sent it, and why you sent it as a result of the cybersecurity Incident.</i></p>

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Gasoline charges for local travel incurred as a result of the cybersecurity Incident			<i>Example: Gasoline receipt for gasoline used driving to the police station to file a police report regarding the cybersecurity Incident. You are only entitled to claim reimbursement for the gasoline you used as a result of the cybersecurity Incident, which may be less than a full tank. You must describe where you drove, the distance you traveled, why the travel was connected to the cybersecurity Incident, and the portion of any gasoline receipt that you attribute to the trips that you made as a result of the cybersecurity Incident.</i>
<input type="checkbox"/> Credit monitoring or other mitigating costs (such as costs associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency) that were incurred on or after December 16, 2020 through the date of submission of this Claim Form			<i>Example: Receipts or account statements reflecting charges incurred to view a credit report.</i>
<input type="checkbox"/> Unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information			<i>Example: Receipts documenting out-of-pocket losses not set forth above, and an explanation of why the loss was related to the cybersecurity Incident and a statement that you made reasonable efforts to avoid or seek reimbursement for the loss, including exhaustion of all available credit monitoring insurance and identity theft insurance. Other losses could include, solely by way of example, the costs associated with addressing a fraudulent tax return or unemployment claim made in your name.</i>

**CERTIFICATION AND SIGNATURE**

By submitting this Claim Form, I certify that I am a Settlement Class Member (or I am the parent or legal guardian of a minor child that is a Settlement Class Member) and am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments is true and correct. I do hereby swear (or affirm), under penalty of perjury, that the information provided above is true and accurate to the best of my knowledge and that any cash compensation or benefits I am claiming are based on losses or expenses I reasonably believe, to the best of my knowledge, were incurred as a result of the cybersecurity Incident.



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, depending on the type of claim and the determinations of the Settlement Administrator.

Name: \_\_\_\_\_

Relationship to Settlement Class Member (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT E**

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.<sup>1</sup> Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of The Settlement Class**

(1) The Court provisionally certifies the following Settlement Class:

All persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their PHI and PII may have been involved in the Incident. The Settlement Class specifically excludes: (i) Defendants, any Entity in which Defendants have a controlling interest, and Defendants' officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the settlement.

This Settlement Class is provisionally certified for purposes of settlement only.

(2) The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Gregory Baum, as legal guardian of a minor child whose initials are A.B.; Abigail Bean, as legal guardian of a minor child whose initials are C.B.; Chaya Clark; Chelsea Cohen, as parent and legal guardian of A.H.; Jessica Jay, as legal guardian of a minor child whose initials are B.J.; Gerald Lee; Joseph Larsen, as parent and legal guardian of a minor child whose initials are A.L.; Brooke Nielsen; Michael Rumely, as legal guardian of minor children whose initials are H.R. and M.R.; Matias Soto, as legal guardian of a minor child whose initials are M.S.; and A.W. by and through her Next Friend, B.W., are designated and appointed as the Settlement Class Representatives.

(4) William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC, who were previously appointed by the Court as interim Co-Lead Class Counsel, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that Mr. Federman and Ms. Brady are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

(5) Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

#### **Final Approval Hearing**

(6) A Final Approval Hearing shall take place before the Court on \_\_\_\_\_, 2024, at \_\_\_ a.m./p.m. in Courtroom 11-2, Wilkie D. Ferguson Jr. United States Courthouse, 400 N.

Miami Avenue, Miami, FL 33128, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Amended Complaint and Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; and (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit their application for Attorneys' Fees and Expenses no later than twenty-one (21) days before the Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly excluded itself from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude themselves from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

#### **Administration**

(9) [ ] is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All

Administration and Notice Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

**Notice to the Class**

(10) The Notice Plan, along with the Short Notice, Long Notice, and Claim Form attached to the Settlement as Exhibits A through D satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

**Exclusions from the Class**

(12) Any individual that wishes to be excluded from the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator (or submit online via the settlement website), postmarked or submitted no later than 60 days after the Notice Date (the “Opt-Out Deadline”). The written notification

must include the name of this Action (*In Re: Mednax Services, Inc., Customer Data Security Breach Litigation*, Case No. 21-md-02994-RAR (S.D. Fla.)); the full name and address of the individual seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion; include a statement in the body of the document clearly indicating the individual's intent to be excluded from the Settlement; and request exclusion only for that one individual whose personal signature appears on the request. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement..

(14) The Settlement Administrator shall provide the parties with copies of all requests for exclusion promptly upon receipt, a weekly report which includes a summary of the number of requests for exclusion, and, within five (5) Business Days after the Opt-Out Deadline, a final list of all individuals that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

#### **Objections to the Settlement**

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the case name and number of the Action (*In Re: Mednax Services, Inc., Customer Data Security Breach Litigation*, Case No. 21-md-02994-RAR (S.D. Fla.));
- b. the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- c. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- d. a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- e. a statement of the specific grounds for the objection;
- f. a statement identifying whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

(17) In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting



Settlement Class Member may introduce at the Final Approval Hearing.

(18) A written notice of objection may be either electronically filed in the Action’s electronic docket on or before the Objection Deadline; or sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Deadline to (a) the Clerk of Court, (b) Lead Class Counsel; and (c) Defendants’ Counsel at the addresses below.

COURT	DEFENDANTS’ COUNSEL	LEAD CLASS COUNSEL
Clerk of Court Wilkie D. Ferguson, Jr. United States Courthouse 400 N. Miami Avenue Miami, FL 33128	Kristine M. Brown Gavin Reinke ALSTON & BIRD LLP 1201 West Peachtree Street NW Atlanta, GA 30309-3424  and to:  Thomas J. Butler MAYNARD NEXSEN P.C. 1901 Sixth Ave. N., Suite 1700 Birmingham, AL 35203  and to:  J.T. Malatesta POLSINELLI P.C. 2100 Southbridge Pkwy., Suite 650 Birmingham, AL 35209	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Oklahoma City, OK 73120  and to:  Maureen M. Brady MCSHANE & BRADY, LLC 1656 Washington Street, Suite 120 Kansas City, MO 64108

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

**Claims Process and Distribution Plan**

(20) The Settlement establishes a process for assessing and determining the validity and

value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form, shall be forever barred from receiving any such benefit. Such Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment.

**Termination of the Settlement and Use of this Order**

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class

Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

**Stay of Proceedings**

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

**Continuance of Final Approval Hearing**

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

**Actions By Settlement Class Members**

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendants related to the Incident.

**Summary of Deadlines**

(27) The Settlement, as preliminarily approved in this Order, 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 the following:

ACTION	DEADLINE
Notice Date	60 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses	14 days prior to Objection Deadline
Claims Deadline	90 days after Notice Date ( <i>i.e.</i> , 150 days after entry of this Preliminary Approval Order)
Opt-Out / Exclusion Deadline	60 days after Notice Date ( <i>i.e.</i> , 120 days after entry of this Preliminary Approval Order)
Objection Deadline	60 days after Notice Date ( <i>i.e.</i> , 120 days after entry of this Preliminary Approval Order)
Final Approval Brief and Response to Objections Due	14 days prior to Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Date ( <i>i.e.</i> , 150 days after entry of this Preliminary Approval Order)]

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

# **EXHIBIT F**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

On \_\_\_\_\_[DATE], this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. \_\_\_\_ ) of the Settlement between (a) the Settlement Class Representatives, on behalf of themselves and the Settlement Class; (b) Mednax Inc., Mednax Services, Inc., Pediatrix Medical Group, and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”); and (c) American Anesthesiology, Inc. (“AA” and with Mednax, “Defendants”), as memorialized in Exhibit \_\_ (Doc. \_\_ ) to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;<sup>1</sup>

On \_\_\_\_\_[DATE], pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

On \_\_\_\_\_[DATE], the Court held a Final Approval Hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Consolidated Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties’ instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in

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<sup>1</sup> The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement except as may otherwise be indicated.

support of or in opposition to the proposed Settlement and the award of Attorneys' Fees and Expenses.

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

**IT IS HEREBY ORDERED THAT:**

1. 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 Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the

Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

### **OBJECTIONS AND OPT-OUTS**

7. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

9. A list of those putative individuals who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of \_\_\_\_\_, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

### **CLASS CERTIFICATION**

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their PHI and



PII may have been involved in the Incident. The Settlement Class specifically excludes: (i) Defendants, any Entity in which Defendants have a controlling interest, and Defendants' officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff, and (iii) any individual who timely and validly opts out of the Settlement.

11. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of Plaintiffs Gregory Baum, as legal guardian of a minor child whose initials are A.B.; Abigail Bean, as legal guardian of a minor child whose initials are C.B.; Chaya Clark; Chelsea Cohen, as parent and legal guardian of A.H.; Jessica Jay, as legal guardian of a minor child whose initials are B.J.; Gerald Lee; Joseph Larsen, as parent and legal guardian of a minor child whose initials are A.L.; Brooke Nielsen; Michael Rumely, as legal guardian of minor children whose initials are H.R. and M.R.; Matias Soto, as legal guardian of a minor child whose initials are M.S.; and A.W. by and through her Next Friend, B.W. as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment of William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC as Class Counsel. The

Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

**NOTICE TO THE SETTLEMENT CLASS**

14. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

15. The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

**AWARD OF ATTORNEY'S FEES**

16. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expenses.

17. The Court awards Class Counsel \_\_\_% of the gross Settlement Fund as an award of attorney's fees and \$\_\_\_\_\_ as an award of costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

### **OTHER PROVISIONS**

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

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

20. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

21. “Released Parties” means Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement, Defendants, and each of their current and former family members, relatives, parents, subsidiaries, divisions, affiliates, and affiliated medical practices, whether indirect or direct, as well as these entities’ respective predecessors, successors, assigns, directors, officers, owners, employees, agents, vendors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers.

22. “Released Claims” means all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory

relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as all claims for treble damages, penalties, interest, attorneys' fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

23. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-301 *et seq.*; the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 *et seq.*; the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.*; the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 *et seq.*; the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*; the New York General Business Law, N.Y. Gen. Bus. Law §§ 349 *et seq.*; the Virginia Consumer Protection Act, Va. Code Ann. § 59.1-196 *et seq.*; the Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86.020 *et seq.*; the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.80 *et seq.*; and the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent

concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

24. "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement 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.

25. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member 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 Defendants; *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

26. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Defendants has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

27. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or

other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

28. The Court hereby dismisses the Action and the Consolidated Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

29. Consistent with Paragraph 6.4 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment 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 the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

30. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

31. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Order and Judgment.

**ENTERED:**

DATED: \_\_\_\_\_, 2024

By: \_\_\_\_\_



# **EXHIBIT 2**

# FEDERMAN & SHERWOOD

(An Association of Attorneys and Professional Corporations)

10205 N. PENNSYLVANIA AVENUE  
OKLAHOMA CITY, OKLAHOMA 73120  
TELEPHONE: 405-235-1560  
FACSIMILE: 405-239-2112

212 W. SPRING VALLEY ROAD  
RICHARDSON, TEXAS 75081  
TELEPHONE: 214-696-1100  
FACSIMILE: 214-740-0112

## FIRM RESUME

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

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

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

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

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

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

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

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

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

**OF COUNSEL:**

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

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

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

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**PARALEGALS:**

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

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

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

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

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

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

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

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

Flowers Foods, Inc.	USDC Middle District of Georgia
Genta, Inc.	USDC District of New Jersey
GMX Resources, Inc.	District Court of Oklahoma County, Oklahoma
Great Lakes Dredge & Dock Corporation	Circuit Court of Illinois, Dupage County Chancery Division
Host America Corporation	USDC District of Connecticut
Motricity Inc.	USDC Western District of Washington
NutraCea	Superior Court of Maricopa County, Arizona
Nuverra Environmental Solutions, Inc.	Superior Court of Maricopa County, Arizona
Nyfix, Inc.	USDC District of Connecticut
OCA, Inc.	USDC Eastern District of Louisiana
ONEOK, Inc.	District Court of Tulsa County, Oklahoma
PainCareHoldings, Inc.	USDC Middle District of Florida
Seitel, Inc.	USDC Southern District of Texas
Six Flags Entertainment Corporation	USDC Northern District of Texas
Spectrum Pharmaceuticals, Inc.	USDC District of Nevada
Southwest Airlines Co.	USDC Northern District of Texas
The Spectranetics Corporation	USDC District of Colorado
ValueClick, Inc.	USDC Central District of California
Zix Corporation	USDC Northern District of Texas
<b>SECURITIES CLASS ACTIONS</b>	
Amyris, Inc.	USDC, Northern District of California
Bellicum Pharmaceuticals, Inc.	USDC Southern District of Texas
Broadwind Energy, Inc.	USDC Northern District of Illinois
China Valves Technology, Inc.	USDC Southern District of New York
Cryo-Cell International, Inc.	USDC Middle District of Florida
Delta Petroleum, Inc.	USDC District of Colorado
Direxion Shares ETF Trust	USDC Southern District of New York
Ener1, Inc.	USDC Southern District of New York
Exide Technologies	USDC Central District of California
Galena Biopharma, Inc.	USDC, District of New Jersey
Houston American Energy Corp.	USDC Southern District of Texas
Image Innovations Holdings, Inc.	USDC Southern District of New York
IZEA, Inc.	USDC Central District of California
Motive, Inc.	USDC Western District of Texas
Quest Energy Partners LP	USDC Western District of Oklahoma
Secure Computing Corporation	USDC Northern District of California
Superconductor Technologies, Inc.	USDC Central District of California
UTi Worldwide, Inc.	USDC Central District of California
Unistar Financial Service Corp.	USDC Northern District of Texas
<b>MDL PROCEEDINGS</b>	
In re: Anthem, Inc. (Data Breach-Participating Counsel)	USDC, Northern District of California
In re: Equifax, Inc. (Data Breach-Participating Counsel)	USDC Northern District of Georgia
In re: Farmers Insurance Co.	USDC Western District of Oklahoma
In re: Home Depot, Inc. (Executive Committee)	USDC Northern District of Georgia
In re: Mednax Services Inc. (Data Breach - Co-Lead Counsel)	USDC Southern District of Florida
In re: Premera Blue Cross (Data Breach-Participating Counsel)	USC, District of Oregon
In re: Samsung Electronics America, Inc.	USDC Western District of Oklahoma
<b>DEAL CASES (MERGERS)</b>	
Easylink Services International Corp.	Superior Court of Gwinnett County, Georgia
Genon Energy, Inc.	Chancery Court of the State of Delaware
Lawson Software, Inc.	Chancery Court of the State of Delaware
Network Engines, Inc.	Chancery Court of the State of Delaware
Paetec Holding Corp. Shareholder Litig.	Chancery Court of the State of Delaware
Williams Pipeline Partners, L.P.	District Court of Tulsa County, Oklahoma
Xeta Technologies, Inc.	District Court of Tulsa County, Oklahoma
<b>ERISA LITIGATION</b>	
Winn-Dixie Stores	USDC Middle District of Florida

# **EXHIBIT 3**



MC SHANE & BRADY  
CHAMPIONS FOR THE INJURED

Firm Resume

## Firm Overview

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Founded in 2013 by Lucy McShane & Maureen Brady, The Law Firm of McShane & Brady, LLC, based in Kansas City, Missouri represents individuals in all aspects of personal injury and HIPAA privacy law. Many of the cases employing our representation involve Missouri and Kansas residents. However, McShane & Brady has garnered the reputation nationwide of being a leader in the practice of healthcare data breach and privacy law and has been sought to consult on cases from coast to coast.

McShane & Brady utilizes a team approach to each case. At least two attorneys are assigned to each case. In addition, McShane & Brady handles cases in co-counsel agreements with other firms all over the country. Working with other firms has proven to be an effective method to achieving solutions in complex cases by ensuring a multilayered approach to accountability.

McShane & Brady is and will continue to be active within the legal community in Kansas City and well as the States of Missouri and Kansas. Currently, our attorneys sit on boards such as the Missouri Association of Trial Attorneys, The Association of Women Lawyers and the Solo and Small Firm Committee of the Missouri Bar Association. Maureen Brady is the current chairwoman of the Solo and Small Firm Committee.

In addition to our commitment within the legal profession, we are active within the non-legal community as well. American Heart Association's Go Red for Women, Infant Toddler Services of Johnson County, United We, and Empowering Parents KC highlight the commitment McShane & Brady have for the community it proudly calls home. The following pages offer details about the recent class cases our firm has successfully litigated, cases we are actively litigating, and information about the attorneys at McShane & Brady.

1656 Washington  
Suite 120  
Kansas City, MO 64108  
816-888-8010

## Select Data Breach Cases

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**In Re T-Mobile Data Breach Litigation:** U.S. District Court for the Western District of Missouri – 4:21-MD-03019-BCW

Maureen Brady was named to the Executive Committee on a class action privacy case wherein over 53 million customers' personally identifiable information were released due to a phishing infiltration. The parties were able to resolve this case on a class-wide basis at mediation.

**In Re Mednax Data Breach Litigation:** U.S. District Court for the Southern District of Florida 21-MD-02994-RAR

Maureen Brady was named co-lead counsel in a class action privacy case wherein over 1 million patient medical records were released without authorization. The case has survived the motion to dismiss phase and is in active litigation.

**T.L. v. Truman Medical Center:** Circuit Court of Jackson County, MO – 1916-CV34029

McShane & Brady was lead council on a class action privacy/breach of fiduciary duty case wherein over 100,000 patient medical records were released due to a stolen laptop. The parties were able to resolve this case on a class-wide basis at mediation.

**Beckett v. AETNA:** U.S. District Court for the Eastern District Pennsylvania – 2:17-cv-03864-JS  
McShane & Brady was counsel on a class action privacy/breach of fiduciary duty case wherein thousands of patients' HIV status was viewable through the window of a business envelope. The parties were able to resolve this case on a national class-wide basis at mediation.

**Cox v. Valley Hope Assoc.:** Circuit Court of Jackson County, MO – 1716-CV03081

McShane & Brady was lead counsel on a class action privacy/breach of fiduciary duty case wherein thousands of patient medical records were released without authorization due to a stole laptop. The parties were able to resolve this case on a class-wide basis at mediation.

**C.S vs. Davita Inc. & Davita RX, LLC:** Circuit Court of the City of St. Louis City, MO – 2122-CC00494

McShane & Brady is lead counsel on a class action breach of fiduciary duty of confidentiality and other counts of negligence as a result of private medical records being discovered in an open field.

**Shorts v. Midwest Women’s Healthcare Specialists**: Jackson County, MO-1416-CV13362

McShane & Brady was lead counsel on a class action privacy/breach of fiduciary duty case wherein hundreds of patient medical records were disclosed when records were discarded in a dumpster. The parties were able to resolve this case on class-wide basis at mediation.

**K.A. v. Children’s Mercy Hospital**: Western District of Missouri – 18-00675-CV-W-ODS

McShane & Brady was lead counsel on a class action privacy breach of fiduciary duty case wherein patients’ private medical records were accessed by unauthorized persons through “phishing” emails on three separate occasions. The parties were able to resolve this case on a class-wide basis at mediation.

**Hudson v. Valley Hope Association**: Jackson County, MO - 1916-CV24811

McShane & Brady was lead counsel on a class action breach of unauthorized access of personal information of some 70,000 patients as a result of a “phishing” scam. The parties were able to resolve this case on a class-wide basis at mediation.

**TPH v. Blue Springs Family Care**: Jackson County, MO - 1916-CV07105

McShane & Brady was lead counsel on a class action breach of unauthorized access of personal information as the result of a “phishing” scam. The parties were able to resolve the case on a class-wide basis at mediation.

**D.H vs. Med-Data**: Jackson County, MO – 2116-CV09146

McShane & Brady is lead counsel on a class action breach of fiduciary duty resulting from data containing private information was uploaded to a public facing website. The parties were able to resolve the case on a class-wide basis at mediation.

**D.H. vs. Advent Health Foundation Shawnee Mission**: Jackson County, MO – 2116-CV09159

McShane & Brady is lead counsel on a class action breach of fiduciary duty resulting from data containing private information being uploaded to a public facing website.

**C.C. vs. Advent Health Foundation Shawnee Mission**: Johnson County, KS – 21CV01724

McShane & Brady is lead counsel on a class action breach of fiduciary duty resulting from data containing private information being uploaded to a public facing website.

## Firm Partners

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### MAUREEN M. BRADY

#### PROFESSIONAL EXPERIENCE:

**McShane & Brady, LLC**, *Partner* Kansas City, MO – April 2013-present

**Sanders Warren & Russell, LP**, *Associate*, Overland Park, KS - October 2008- April 2013

**Hon. Michael W. Manners**, *Law Clerk* Independence, MO - October 2005- October 2008

- Lead counsel and/or co-counsel for injured plaintiffs and defendants in jury trials, bench trials, class action lawsuits, settlements, and apportionment hearings.
- Created and cultivated previously unused area of the law for prosecution of wrongful disclosure of medical records.
- Successfully conduct litigation in a variety of high-profile cases.
- Achieve favorable resolution of complex litigation, class actions, and difficult to win cases.
- Examine and cross-examine technical and medical expert witnesses.

#### COMMUNITY AND VOLUNTEER EXPERIENCE:

- American Heart Association Go Red for Women Executive Leadership Team- 2019-present
- The Sedona Conference Working Group Series- 2023
  - Data Security & Privacy Liability Panel
  - Commentary on HIPAA Updates Panel
- Empowering Parents Kansas City-Board Member, 2020-Present
- Association of Women Lawyers-Kansas City-Board Member, 2015-Present
  - Executive Committee: Treasurer
  - Step-Up Program Manager
  - Social Committee Co-Chair
  - Website and Social Media Chair
  - Community Support Chair
- Missouri Assn of Trial Attorneys (MATA) – Member, 2013-Present
- MATA Board of Governors – 2015-Present
  - CLE Committee
  - Service Committee
  - Trial Atty Magazine Committee
  - Chair of Women’s Caucus
- Braden’s Hope – Advisory Board Member, 2015-2017

- Missouri Bar Leadership Academy – 2013-2014
- Missouri Bar Solo and Small Firm Conference Chairwoman - 2021-2023
- Missouri Bar Solo and Small Firm Conference Planning Committee - 2014-Present
- Vice-Chairperson Missouri Bar Solo and Small Firm Conference – 2019-2021
- Board of Creighton University Alumni Association - 2008-Present
  - 2014 Freshman Welcome Chairperson
  - 2015 Social and Service Co-Chair
  - 2016 Secretary
  - 2017-2021 President
- UMKC- Inn of Courts - 2013
- KCMBA – Planning Committee 2014-2015 Bench Bar Conference
- MOCSA – Co-Chair of 2014 Fall Forum
- Johnson County Infant & Toddler Services – Trivia Night Planning Committee 2014-2016

### **PUBLICATIONS AND PRESENTATIONS:**

“Taxable Court Costs” – CLE – Missouri Bar 2013  
“HIPAA Privacy Laws – Pitfalls” – CLE – KCMBA Bench Bar and Boardroom Conference 2015  
“HIPAA Damages” – CLE – MATA Annual Convention 2015  
“Protecting Attorneys against Fiduciary Breaches” – CLE – Missouri Bar Family Law Conference 2015  
“Protecting Your Privacy : HIPAA” UMKC School of Law, *Res Ipsa*, Alumni Magazine, Fall 2014  
“What is Privacy Worth?” – MATA Quarterly Newsletter Publication, Spring 2015  
“Health Insurance Portability and Accountability Act, Procedures and Covered Entities”- Missouri Bar Family Law Conference- Summer 2020  
“Health Insurance Portability and Accountability Act, Procedures and Covered Entities”- DWI Law and Science Seminar- Fall 2020  
“Growing Your Law Practice”- Missouri Bar Solo and Small Firm Conference- Spring 2021

### **BAR ADMISSIONS AND PROFESSION AFFILIATIONS:**

- ◆ Admitted to U.S. Supreme Court, 2011
- ◆ Member, Kansas City Metropolitan Bar Association
- ◆ Admitted to Missouri Bar, 2005
- ◆ Member, Association for Women Lawyers
- ◆ Admitted to Kansas Bar, 2006
- ◆ Admitted to Western District of Missouri, 2008
- ◆ Admitted to the 9<sup>th</sup> Circuit Court of Appeals, 2015
- ◆ Admitted to Kansas District Court, 2008
- ◆ Admitted to 10<sup>th</sup> Circuit Court of Appeals, 2010
- ◆ Member, Missouri Assn of Trial Attorneys
- ◆ Admitted to Eastern District of Missouri, 2015

- ◆ Member, American Association of Justice

### **HONORS, AWARDS, & RECOGNITIONS:**

2020-2023-The Power List, Top 30 Commercial & Consumer Litigators in Missouri, Missouri Lawyers Media  
2020- Litigation Practitioner Award in Missouri, Missouri Lawyers Media  
2018 – Innovator’s Award - Missouri Lawyer’s Weekly  
2014-2023 – Top 100 Trial Lawyers  
2013, 2014, 2016 – KC Business Journal - *Best of the Bar*, Plaintiff’s Personal Injury  
2014 - 2023 – Super Lawyers of Missouri and Kansas – *Top 50 Women; Top 50 Kansas City Lawyers; Top 100 Lawyers in Missouri/Kansas*  
2011-2017 – Super Lawyers of Missouri and Kansas – *Rising Star* and *Super Lawyers*  
2014-2018 – AV rating by Martindale Hubbell  
2016, 2019 – Association of Women Lawyers President’s Award  
2017 – St. Teresa’s Academy Dream Team

## **LUCY MCSHANE DAVIS**

### **PROFESSIONAL EXPERIENCE:**

**McShane & Brady, LLC, Partner, Kansas City, MO, 2013-present**

- Plaintiff’s personal injury attorney specializing car accidents, slip and falls, dog bites, nursing home neglect and HIPAA violations
- Created and directed the litigation of an underdeveloped area of focusing on wrongful disclosure of medical records winning large judgements for those harmed
- Responsible for managing firm’s financial matters and overseeing day-to-day operations
- Lead counsel for injured plaintiffs in jury trials, class action lawsuits, bench trials and settlements
- Successfully conducted litigation of complex class action cases

### **HONORS, AWARDS & RECOGNITIONS:**

- Best of the Bar, KC Business Journal- 2016
- Super Lawyer of Missouri and Kansas 2016-2023
- Super Lawyer Top 50 Women Lawyers in Missouri & Kansas- 2018-2023
- Top 10 Under 40, NAOPIA- 2013-2015
- Top 10 Female Personal Injury Attorneys in Missouri, NAOPIA- 2018
- Up & Coming Law Firm Leader, Missouri Lawyers Weekly- 2016
- The Power List, Top 30 Commercial & Consumer Litigators in Missouri, Missouri Lawyers Media- 2020-2022
- Top 10 Best Female Attorneys, American Association of Personal Injury Attorneys (AAOPIA)- 2019 & 2021

- Legal Practitioner Award, Missouri Lawyers Media- 2023
- Infant Toddler Services of Johnson County Friendship Award- 2019
- Missouri Lawyers Media Women's Justice Award – Litigation 2023

**COMMUNITY SERVICE/PROFESSIONAL AFFILIATIONS:**

- St. Teresa's Academy- Board of Directors (2019-current)
- President of Friends of Infant and Toddler Service of Johnson County (2013-2018)
- MOCSA – Co-chair of 2014 Fall Forum and Board Member
- Association of Women Lawyers- Kansas City
- Kansas City Metropolitan Bar Association
- Johnson County Bar Association
- Missouri Association of Trial Attorneys (MATA)

**BAR ADMISSIONS:**

- Missouri, 2005
- Kansas, 2006
- District of Columbia, 2008
- U.S. District Court Western District of Missouri
- U.S. District Court of Kansas
- U.S. District Court Eastern District of Missouri
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit

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## Support Staff

**Heather Zuerner** is a paralegal with McShane & Brady. Heather has been with McShane & Brady for four years and has focused her talents with research and writing of motions, discovery, and pleadings on MDL cases. Heather is a member of the MATA Paralegal Association. Heather was recognized with an "Unsung Legal Heroes" award for her outstanding paralegal work from Missouri Lawyers Media in 2021.

**Alexandria Johnson** is a legal assistant with McShane & Brady. Alexandria has been with Mc&B for two years. She has been focusing her time on working class cases. She has been charged with maintaining billing logs, keeping updates on all court proceedings, coordinating schedules, and clerical tasks as needed.



**Kevin McShane** is the Marketing Director/Class Action Coordinator with McShane & Brady. He has been with the firm for five years. Kevin is responsible for onboarding clients and communications with all class members.

**Cassandra Ponce** is an administrative assistant with McShane & Brady. She has been with the firm for three months. Her responsibilities include scheduling, organizing files, drafting letters, and answering phone calls.