

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Federal Rule of Civil Procedure 23(e)(2) (“Rule 23”), Plaintiffs Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick, individually and on behalf of all others similarly situated, hereby move this Court for final approval of the class action Settlement that this Court preliminarily approved on February 18, 2025, ECF No. 36.

Plaintiffs respectfully request this Court:

1. Grant final certification of the Settlement Class for settlement purposes pursuant to Rule 23(a) and (b)(3);
2. Finally appoint Plaintiffs Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick as Settlement Class Representatives;
3. Finally appoint Ben Barnow, Gary M. Klinger and Tyler Bean as Settlement Class Counsel;

4. Finally approve the requested Service Award of \$2,000.00 for each Settlement Class Representative, totaling \$18,000.00;
5. Finally approve the requested attorneys' fees of \$1,200,000.00 and reimbursement of litigation expenses in the amount of \$2,637.20;
6. Find that the Notice met the requirements of Rule 23(c)(2)(B);
7. Find that the terms of the Settlement Agreement are fair, reasonable, and adequate and are approved, adopted, and incorporated by the Court;
8. Direct the Parties, their respective attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the [Proposed] Order Granting Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, [Proposed] Final Order Approving Class Action Settlement, and the terms of the Settlement Agreement, and resolve all claims as to all Parties and Settlement Class Members in this action by issuing the same; and
9. Dismiss the action with prejudice and without costs, except as provided in the Settlement Agreement.

WHEREFORE premises considered, Plaintiffs request that this Court grant this motion, as well as *Plaintiffs' Motion for an Award of Attorneys' Fees, Costs, Expenses, and Service Awards*, which was filed on May 9, 2025, ECF No. 38.

Dated: May 23, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that he filed the foregoing document and its exhibits using the Court's CM/ECF system, which shall provide notice of same to all counsel of record.

Dated: May 23, 2025

/s/ Thomas A. Pacheco
Thomas A. Pacheco (Bar No. 1712140091)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

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No. 8:24-cv-00004-LWW

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

TABLE OF CONTENTS

TABLE OF AUTHORITIES	iii
I. INTRODUCTION.....	1
II. INCORPORATION BY REFERENCE.....	3
III. THE SETTLEMENT BENEFITS.....	3
A. The Settlement Class.....	3
B. Settlement Benefits	4
1.Compensation for Ordinary Losses.....	4
2.Compensation for Lost Time.....	4
3.Compensation for Extraordinary Losses	5
4.Credit Monitoring.....	5
5.Alternative Cash Payment.....	6
6.Remedial Business Practice Changes.....	6
C. Service Awards, Fees, and Costs.	6
D. Preliminary Approval.....	7
E. Notice and Claims Process.....	7
1.CAFA Notice.....	8
2.Direct Electronic Mail and Mail Notice.	8
3.Settlement Website, Toll-Free Number, and Email Address.	9
4.Claims.....	9
5.Requests for Exclusion and Objections.....	10
IV. LEGAL STANDARD	10
V. ARGUMENT	12
A. The Settlement Administrator Provided Notice Pursuant to this Court’s Preliminary Approval Order and Satisfied Federal Rule of Civil Procedure 23 and Due Process.	12
B. The Settlement Class Should be Finally Certified for Settlement Purposes.....	14
C. The Settlement is Fair, Reasonable, and Adequate and Should Be Approved.	14
1.The Settlement Terms Meet the <i>Jiffy Lube</i> Adequacy Requirement.....	15
a. The Relative Strength of the Case on the Merits, the Risks of the Case if the Case Were to Go to Trial, and the Duration and Expense of Additional Litigation Weigh in Favor of Final Approval.....	15
b. The Solvency of RGW on a Litigated Judgment is Neutral and Does Not Preclude Final Approval	19

c. The Degree of Opposition to the Proposed Settlement.....	19
2.The Settlement Terms Meet the <i>Jiffy Lube</i> Fairness Requirement.	20
D. The Court Should Approve the Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient.....	21
E. CONCLUSION.....	22

TABLE OF AUTHORITIES**Cases**

<i>ADESSO Homeowners' Ass'n v. Holder Properties, Inc.</i> , No. 3:16-cv-710-JFA, 2017 U.S. Dist. LEXIS 224941 (D.S.C. May 23, 2017).....	20
<i>Berry v. Schulman</i> , 807 F.3d 600 (4th Cir. 2015).....	10
<i>Bingaman v. Avem Health Partners Inc.</i> , No. CIV23-130-SLP (W.D. Ok.)	19
<i>Clark v. Experian Info. Sols., Inc.</i> , No. 8:00-1217-22, 2004 U.S. Dist. LEXIS 28324 (D.S.C. Jan. 14, 2004), decision clarified (Feb. 9, 2004)	15
<i>Decohen v. Abbasi, LLC</i> , 299 F.R.D. 469 (D. Md. 2014).....	13
<i>Domonoske v. Bank of Am., N.A.</i> , 790 F. Supp. 2d 466 (W.D. Va. 2011)	13
<i>Flinn v. FMC Corp.</i> , 528 F.2d 1169 (4th Cir.1975).....	10
<i>Gordon v. Chipotle Mexican Grill, Inc.</i> , No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS 215430, (D. Colo. Dec. 16, 2019)	16
<i>Hammond v. Bank of N.Y. Mellon Corp.</i> , 2010 U.S. Dist. LEXIS 71996 (S.D.N.Y. June 25, 2010).....	16
<i>Harris v. McCrackin</i> , No. 2:03-3845, 2006 U.S. Dist. LEXIS 46518 (D.S.C. July 10, 2006)	20
<i>Horton v. Merrill Lynch, Pierce, Fenner & Smith</i> , 855 F. Supp. 825 (E.D.N.C. May 6, 1994)	11
<i>In re AT&T Mobility Wireless Data Servs. Sales Litig.</i> , 270 F.R.D. 330 (N.D. Ill. 2010)	18
<i>In re CertainTeed Fiber Cement Siding Litig.</i> , 303 F.R.D. 199 (E.D. Pa. 2014)	17
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i> , No. 1:17-MD-2800, 2020 U.S. Dist. LEXIS 118209, (N.D. Ga. Mar. 17, 2020), aff'd in part, rev'd in part and remanded, 999 F.3d 1247 (11th Cir. 2021)	16
<i>In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.</i> , 293 F.R.D. 21 (D. Me. 2013)	17
<i>In re Jiffy Lube Sec. Litig.</i> , 927 F.2d 155 (4th Cir.1991).....	10, 11, 14, 15, 16, 20, 21

<i>In re Lumber Liquidators Chinese-Manufactured Flooring Prods., Sales Pracs. & Prods. Liab. Litig.</i> , 952 F.3d 471 (4th Cir. 2020).....	15
<i>In re MicroStrategy, Inc. Sec. Litig.</i> , 148 F. Supp. 2d 654 (E.D. Va. 2001).....	11
<i>In re Mid–Atlantic Toyota Antitrust Litig.</i> , 564 F. Supp. 1379 (D. Md. 1983)	10, 11
<i>In re Montgomery Cnty. Real Estate Antitrust Litig.</i> , 83 F.R.D. 305 (D. Md. 1979).....	10
<i>In re PaineWebber Ltd. P’ships Litig.</i> , 147 F.3d 132 (2d Cir. 1998).....	12
<i>In re Serzone Prods. Liab. Litig.</i> , 231 F.R.D. 221 (S.D. W. Va. 2005).....	14
<i>In re TJX Cos. Sec. Breach Litig.</i> , 246 F.R.D. 389 (D. Mass. Nov. 29, 2007)	17
<i>Kesner v. UMASS Memorial Health Care, Inc.</i> , No. 2185-cv-01210 (Mass. Supp. Ct.)	19
<i>Klier v. Elf Atochem N. Am., Inc.</i> , 658 F.3d 468 (5th Cir. 2011).....	21
<i>Lexford Pools 1/3, LLC</i> , No. ELH-21-1520, 2023 U.S. Dist. LEXIS 7035 (D. Md. Jan. 13, 2023)	15
<i>Madkin v. Automation Personnel Services, Inc.</i> , No. 2:21-cv-1177 (N.D. Ala.)	19
<i>Mullane v. Central Hanover Bank & Trust Co.</i> , 339 U.S. 306 (1950)	12
<i>National Rural Telecom. Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523 C.D. Cal. 2004).....	20
<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797 (1985)	12
<i>Pollard v. Remington Arms Co., LLC</i> , 896 F.3d 900 (8th Cir. 2018)	14
<i>S. Indep. Bank v. Fred’s, Inc.</i> , No. 2:15-CV-799-WKW, 2019 U.S. Dist. LEXIS 40036 (M.D. Ala. Mar. 13, 2019)	17
<i>S.C. Nat’l Bank v. Stone</i> , 139 F.R.D. 335 (D.S.C. 1991).....	11, 15, 20
<i>Shenker v. Polage</i> , 130 A.3d 1171 (Md. Ct. Spec. App. 2016)	10

<i>Singleton v. Domino's Pizza, LLC</i> , 976 F. Supp. 2d 665 (D. Md. 2013)	21
<i>Six v. LoanCare, LLC</i> , No. 5:21-cv-00451, 2022 U.S. Dist. LEXIS 202284 (S.D. W. Va. Nov. 7, 2022)	11
<i>Skochin v. Genworth Fin., Inc.</i> , No. 3:19-cv-49, 2020 U.S. Dist. LEXIS 212061 (E.D. Va. Nov. 12, 2020)	15, 19
<i>Smith v. Res-Care, Inc.</i> , No. 3:13-5211, 2015 U.S. Dist. LEXIS 145266 (S.D. W. Va. Oct. 27, 2015)	13, 14
<i>United States v. Manning Coal Corp.</i> , 977 F.2d 117 (4th Cir. 1992)	11
<i>West v. Continental Automotive, Inc.</i> , No. 3:16-cv-00502-FDW-DSC, 2018 U.S. Dist. LEXIS 26404 (W.D. N.C. Feb. 5, 2018)	19

Statutes

Class Action Fairness Act, 28 U.S.C. § 1715(b)	8
Fed. R. Civ. P. 12(b)(6)	16
Fed. R. Civ. P. 23(a), (b)(3)	14
Fed. R. Civ. P. 23(c)(2)(B)	12, 22
Fed. R. Civ. P. 23(e)	10, 12
Fed. R. Civ. P. 23(e)(2)	1, 10
Fed. R. Civ. P. 56	16

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Barbara Rothstein & Thomas Willging, Fed. J. Ctr., Managing Class Action Litigation: A Pocket Guide for Judges 27 (3d ed. 2010).	9, 14
FED. JUD. CTR., Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010)	9
Manual for Complex Litigation, § 30.41 (3d ed. 1995)	11
Manual for Complex Litigation (Fourth), § 21.632 (4th ed. 2004)	10, 11
Maryland Bar Foundation, https://marylandbarfoundation.org/MBF/MBF/content/About.aspx?hkey=a30fbed0-f5ca-4a53-8b64-65b1d8c9f84f (last accessed May 21, 2025)	21

I. INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 23(e)(2) (“Rule 23”) and this Court’s February 18, 2025 Order Granting Preliminary Approval of Class Action Settlement, ECF No. 36 (“Prelim. Approval Order”), Plaintiffs Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick (“Plaintiffs” or “Settlement Class Representative”), individually and on behalf of all others similarly situated, respectfully seek final approval of their preliminarily approved class action Settlement with Defendant Retina Group of Washington, PLLC (“RGW,” and together with Plaintiffs, the “Parties”). The Settlement resolves all claims against RGW on behalf of the approximately 450,000 Settlement Class Members whose personally identifiable information (“PII”) and protected health information (“PHI”) was potentially compromised in the March, 2023 Data Incident involving RGW’s network.

Through extensive arm’s-length negotiations, the Parties reached a Settlement that provides significant benefits for the Settlement Class. *See Exhibit 1*, Declaration of Tyler J. Bean in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Bean Decl.”), ¶¶ 10–11. The Settlement is the result of hard-fought negotiations between experienced counsel who understood the strengths and weaknesses of each Party’s claims and defenses. *Id.* If granted final approval, the Settlement will provide Settlement Class Members with the precise relief this lawsuit was filed to obtain.

Specifically, the Settlement negotiated on behalf of the class establishes a \$3,600,000.00 non-reversionary Settlement Fund, which will be used to pay for cash benefits and credit monitoring for Settlement Class Members, notice and administration costs, Plaintiffs’ Service Awards, and Attorneys’ Fees and Expenses. Under the Settlement Agreement, Settlement Class

Members are eligible to make a claim for: (1) reimbursement for ordinary documented losses up to \$300.00; (2) compensation for up to four hours of lost time compensated at a rate of twenty-five dollars per hour; (3) reimbursement for extraordinary documented losses up to \$5,000.00; (4) twenty-four months of three-bureau credit monitoring and identity theft monitoring services; and (5) a *pro rata* Alternative Cash Payment estimated to be \$100, but which will be determined on a *pro rata* basis as described in Paragraph 40 of the Settlement Agreement. *See* Settlement Agreement, ECF No. 35-2 (“S.A.”) § V.¹ Additionally, all Settlement Class Members will benefit from certain business practice changes and remedial measures enacted by RGW that will protect against further unauthorized access to the sensitive PII/PHI that is still held by RGW. *Id.* ¶ 28.

Settlement Class Counsel has zealously prosecuted Plaintiffs’ claims, reaching the terms of the Settlement Agreement only after extensive investigation, the briefing of Defendant’s motion to dismiss (ECF Nos. 29, 32, 33), and negotiations. Bean Decl. ¶¶ 4, 9–11. After this Court granted preliminary approval, the Settlement Administrator—with the help of the Parties—disseminated Notice to the Settlement Class and implemented the user-friendly claims process that the Court approved in its Preliminary Approval Order. *See Exhibit 2, Declaration of Edward Datillo Re: Notice Procedures* (“Admin Decl.”), ¶¶ 6–8.

The Settlement Class’s reaction to the Settlement has been resoundingly positive, as further set forth in Section III(E), *infra*. This is not surprising, as the Settlement delivers tangible, immediate benefits to Settlement Class Members that address the potential harms resulting from the Data Incident without protracted and inherently risky litigation. It delivers a fair and adequate resolution for the Class and merits final approval. And notably, Settlement Class Counsel

¹ Unless otherwise noted, capitalized terms maintain the same meanings as those set forth in the Settlement Agreement.

negotiated a *pro rata* Alternative Cash Payment in addition to all other benefits achieved, which is currently estimated to be \$100 per claimant. *See* Pls.’ Mem. in Supp. of Mot. for Prelim. Approval, ECF No. 35-1, p. 6. Accordingly, for the reasons set forth herein, Plaintiffs respectfully request this Court grant their Unopposed Motion for Final Approval of Class Action Settlement, as well as Plaintiffs’ Motion for an Award of Attorneys’ Fees, Costs, Expenses, and Service Awards (“Motion for Attorneys’ Fees”), which was filed on May 9, 2025. *See* ECF No. 38.

II. INCORPORATION BY REFERENCE

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, Plaintiffs’ Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on January 21, 2025 (ECF No. 35-1), and its accompanying Counsel Declaration (ECF No. 35-3).

III. THE SETTLEMENT BENEFITS

A. The Settlement Class

The Settlement Class includes approximately 450,000 individuals and is defined as “all natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class.” S.A. ¶ 12(nn). Specifically excluded from the Settlement Class are RGW’s officers and directors, and any entity in which RGW has a controlling interest; the affiliates, legal representatives, attorneys, successors, heirs, and assigns of RGW; and members of the judiciary to whom this case is assigned, their families, and members of their staff. *Id.*

B. Settlement Benefits

1. Compensation for Ordinary Losses

Settlement Class Members may claim up to three-hundred dollars (\$300.00) by submitting a valid and timely claim form including reasonable supporting documentation for ordinary losses that more likely than not were incurred as a result of the Data Incident. Ordinary losses can arise from the following categories:

- i. Out-of-pocket expenses incurred as a direct result of the Data Incident, including documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, all of which must be more likely than not attributable to the Data Incident, must not have been previously reimbursed (or subject to reimbursement by insurance or a financial institution), and that are reasonably described and supported by an attestation, which will be a part of the Claim Form.
- ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 22, 2023, and the date of the close of the Claims Period that the claimant attests he/she incurred as a result of the Data Incident and not already paid for or reimbursed by a third party. All such fees must be supported by reasonable documentation substantiating the full extent of the amount claimed.

Id. ¶ 26(a).

2. Compensation for Lost Time

Settlement Class Members may claim up to four hours of lost time, compensated at a rate of twenty-five dollars per hour (\$25/hour), if at least one-half (1/2) hour of documented time was spent remedying issues related to the Data Incident. *Id.* ¶ 26(b). Such claims for lost time will be rounded to the nearest hour. *Id.* To be valid, a claim for lost time must be reasonably described by the claimant, and supported by an attestation that the time spent was reasonably incurred remedying issues related to the Data Incident. *Id.*

3. Compensation for Extraordinary Losses

Claims under this category must be supported by an attestation and documentation substantiating the full extent of the amount claimed. The Settlement Administrator will employ heightened scrutiny in reviewing claims for benefits under this category. Settlement Class Members may submit claims for up to five-thousand dollars (\$5,000.00) in compensation by submitting a valid and timely Claim Form that proves more likely than not a monetary loss directly arising from identity theft or other fraud perpetuated on or against the Settlement Class Member if:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was more likely than not the result of the Data Incident;
- iii. The loss is not already covered by the “Compensation for Ordinary Losses category; and
- iv. the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance and other available insurance.

Id. ¶ 26(c).

4. Credit Monitoring

Settlement Class Members can additionally elect to receive twenty-four (24) months of three-bureau credit and identity theft monitoring services. *Id.* ¶ 26(d). These credit and identity theft monitoring services will have the following features: (i) real time monitoring of the credit file at all three major credit bureaus; (ii) identity theft insurance (no deductible) of \$1,000,000; and (iii) access to fraud resolution agents to help resolve identity theft. *Id.*

5. Alternative Cash Payment

In lieu of the compensation described above, Settlement Class Members may file a claim for a *pro rata* Alternative Cash Payment, which was estimated in the Settlement Agreement to be \$100 per claimant. *Id.* ¶¶ 25, ¶ 40(a)–(b).

6. Remedial Business Practice Changes

In addition to the foregoing benefits, all Settlement Class Members will benefit from certain business practice changes and remedial measures enacted by RGW that will protect against further unauthorized access to the sensitive PII/PHI that is still held by RGW. These business practice changes will include, at a minimum: (a) maintaining a written information security policy and requiring its employees to electronically acknowledge receipt and review of its written information security policy; (b) conducting cybersecurity training (either as a stand-alone or as part of other workforce training) that includes new hire orientation, mandatory annual refresher training, and periodic training updates to appropriate staff as reasonably necessary to address new information security issues and trends that arise; (c) maintaining a written password policy that requires appropriate password complexity commensurate to sensitivity level of the system; and (d) conducting a periodic review of all data security policies to consider whether any updates are needed to meet legal requirements and industry standards. *Id.* ¶ 28.

C. Service Awards, Fees, and Costs.

The Parties did not discuss the payment of attorneys' fees, costs, expenses, or service awards to Class Representatives until after the substantive terms of the settlement had been agreed upon, other than that RGW would pay reasonable attorneys' fees, costs, expenses, and service awards to Class Representatives as may be agreed to by RGW and Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court.

The Settlement Agreement calls for a reasonable service award to Class Representatives in the amount of \$2,000 per Settlement Class Representative, and attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus reimbursement of costs and expenses incurred in connection with the prosecution of this matter, subject to approval of the Court. S.A. ¶ 69.

Settlement Class Counsel filed their Motion for an Attorneys' Fees on May 9, 2025 prior to Settlement Class Members' deadline to exclude themselves from or object to the Settlement Agreement. ECF No. 38. In that Motion, Settlement Class Counsel requested attorneys' fees of one-third of the Settlement Fund (\$1,200,000) and cost and expense reimbursement of \$2,637.20. *Id.*

D. Preliminary Approval.

Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement on January 21, 2025. ECF No. 35. The Court granted that motion and entered the Preliminary Approval Order on February 18, 2025. ECF No. 36. In the Court's Preliminary Approval Order, the Court appointed Plaintiffs Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick as Settlement Class Representatives, and Ben Barnow, Gary M. Klinger and Tyler Bean as Settlement Class Counsel. *Id.* ¶¶ 6–7. The Court further approved the forms of notice, which state the amount of attorneys' fees that would be requested, the fact that costs and expenses would be requested, the amount of service awards that would be requested, as well as approved the Notice Program. *Id.* ¶¶ 8–22.

E. Notice and Claims Process.

The Parties agreed to use, and the Court appointed, Verita Global, LLC ("Verita") as the Settlement Administrator to carry out the court approved Notice Program. ECF No. 35 ¶ 10.

1. CAFA Notice.

Verita began its work by providing notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“the CAFA Notice”). Admin Decl. ¶ 3. On April 8, 2025, Verita caused 57 CAFA Notice Packets to be mailed via Priority Mail to the U.S. Attorney General, the Attorneys General of each of the states in which Settlement Class Members reside and the District of Columbia, and the U.S. Territories. *Id.*

2. Direct Electronic Mail and Mail Notice.

On March 4, 2025, Verita received from RGW’s counsel a list of 449,946 persons identified as Settlement Class Members, from which Verita removed 564 duplicative records, thereby resulting in 449,382 unique records. Admin Decl. ¶ 5. Verita then processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”). *Id.* A total of 13,595 addresses were found and updated via NCOA. On March 25, 2025, Verita caused the Postcard Notice to be printed and mailed to the 449,129 Settlement Class members with complete contact information (253 Class List records were invalid or had incomplete contact information). *Id.* ¶ 6. Since mailing the Notice, Verita has received 1,280 Notices returned by the USPS with forwarding addresses, which have since been re-mailed to those forwarding addresses, and 56,875 Notices returned by the USPS with undeliverable addresses. *Id.* ¶¶ 7–8. Through credit bureau and/or other public source databases, Verita performed address searches for these undeliverable Notices and was able to find updated addresses for 17,006 Class Members and mail Notice to these new addresses on May 16, 2025. *Id.* As such, Verita has reason to believe the Notice Program reached a total of 409,260, or 91%, of the 449,382 unique records provided to it in RGW’s Class List. *Id.* ¶¶ 6-8. This reach rate is consistent with other court-approved, best-practicable notice programs and

Federal Judicial Center Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.²³

3. Settlement Website, Toll-Free Number, and Email Address.

In addition to the individual direct notice provided, the Settlement Administrator created a dedicated settlement website, www.retinagroupdatasettlement.com. *Id.* ¶ 9. The website URL was set forth in the Postcard Notice, Long Form Notice, and Claim Form. *Id.* The Settlement Website “went live” on March 24, 2025 and allows visitors to download copies of the Notice, Claim Form, and other case-related documents, as well as submit claims and upload supporting documentation. *Id.*

Verita also established and continues to maintain a toll-free telephone number for potential Settlement Class Members to call and obtain information about the Settlement and/or request a Claim Form and Long Form Notice. *Id.* ¶ 10. The telephone hotline became operational on March 24, 2025, and is accessible 24 hours a day, 7 days a week. *Id.* As of May 20, 2025, Verita had received a total of 1,253 calls to the telephone hotline, totaling 4,920 minutes of use. *Id.*

4. Claims

The timing of the claims process was structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to opt-out or object. *Id.* ¶ 11. As of May 22, 2025, Verita had received 12,932 timely-filed claim forms. *Id.* As the Claims Deadline will not pass until June 23, 2025, Verita expects additional timely-filed claim forms to arrive over the next few weeks. *Id.* The

² FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

³ Barbara Rothstein & Thomas Willging, Fed. J. Ctr., *Managing Class Action Litigation: A Pocket Guide for Judges* 27 (3d ed. 2010).

current claims rate of roughly 2.87% of the Settlement Class, compares favorably and even exceeds the claims rates in other data breach class action settlements. *See* Bean Decl. ¶ 16. Settlement Class Counsel will provide the Court with an update of the claims process prior to the Final Approval Hearing.

5. Requests for Exclusion and Objections.

Settlement Class Members were provided up to and including May 27, 2025, to object to or to request exclusion from the Settlement. Similar to the timing of the Claims Process, the timing with regard to objections and requests for exclusion was structured to give Settlement Class Members sufficient time to access and review the Settlement documents—including Plaintiff’s Motion for Attorneys’ Fees. As of May 22, 2025, Verita had received 21 valid exclusion requests and two objections to the Settlement. *Id.* ¶¶ 12–13. Settlement Class Counsel will specifically address the objections in a supplemental briefing filed after the objection deadline has passed.

IV. LEGAL STANDARD

Plaintiffs bring this motion pursuant to Federal Rule of Civil Procedure 23(e), under which a class action may not be settled without approval of the Court. Fed. R. Civ. P. 23(e). “Federal Rule 23(e) has been applied and analyzed thoroughly in reported decisions of Maryland’s federal district courts and the Fourth Circuit, as well as nationally.” *Shenker v. Polage*, 130 A.3d 1171, 1178–79 (Md. Ct. Spec. App. 2016) (citing *Berry v. Schulman*, 807 F.3d 600 (4th Cir. 2015); *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir.1991); *Flinn v. FMC Corp.*, 528 F.2d 1169 (4th Cir.1975); *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379 (D. Md. 1983); *In re Montgomery Cnty. Real Estate Antitrust Litig.*, 83 F.R.D. 305 (D. Md. 1979)).

The Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual for Complex Litigation (Fourth)*, § 21.632

(4th ed. 2004). The approval process involves two steps. At the first, or preliminary approval stage, the Court need only find that the settlement is within “the range of possible approval” and warrants notice being issued to the class. *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 827 (E.D.N.C. May 6, 1994) (citing *In Re Mid-Atlantic Toyota*, 564 F. Supp. at 1384). This first step involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Id.*; *Manual for Complex Litigation*, § 30.41 (3d ed. 1995). It is only after a court has preliminarily approved a settlement and notice has been provided to the Class, as have both occurred here, that the court makes a final determination of the fairness, adequacy, and reasonableness of a Settlement.

The primary concern for a court in reviewing a proposed class settlement is to ensure that the rights of class members have received sufficient consideration in settlement negotiations. *In re Jiffy Lube*, 927 F.2d at 158–59. Approval of a class action settlement is committed to the “sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances.” *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001). However, “there is a strong initial presumption that the compromise is fair and reasonable.” *S.C. Nat’l Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991).

Moreover, as the Fourth Circuit has recognized, courts strongly favor and encourage settlements. *See, e.g., United States v. Manning Coal Corp.*, 977 F.2d 117, 120 (4th Cir. 1992) (“It has long been clear that the law favors settlement.”). “This is particularly true in class actions” and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Six v. Loancare, LLC*, No. 5:21-cv-00451, 2022 U.S. Dist. LEXIS 202284, at *3 (S.D. W. Va. Nov. 7,

2022) (noting the “strong judicial policy in factor of settlements, particularly in the class action context” (quoting *In re PaineWebber Ltd. P’ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998))).

The Court preliminarily approved the Settlement and the Notice program on February 18, 2025. ECF No. 36. Notice has now been sent to the Class and the Settlement has been well received. Plaintiffs now request that this Court finally certify the Action, finally approve the Settlement and Settlement Agreement, grant Plaintiffs’ Motion for Attorneys’ Fees, dismiss the lawsuit with prejudice, and enter the final approval order and judgment. The proposed Settlement is fair, adequate, and reasonable. With final approval, Plaintiffs and Settlement Class Members may begin to appreciate the monetary and non-monetary benefits of the Settlement.

V. ARGUMENT

A. The Settlement Administrator Provided Notice Pursuant to this Court’s Preliminary Approval Order and Satisfied Federal Rule of Civil Procedure 23 and Due Process.

To satisfy due process, notice to class members must be the best practicable, and reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided to the class must be sufficient to allow class members “a full and fair opportunity to consider the proposed decree and develop a response.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). While individual notice should be provided where class members can be located and identified through reasonable effort, notice may also be provided by U.S. Mail, electronic, or other appropriate means.

Fed. R. Civ. P. 23(c)(2)(B). Under Rule 23(c)(2)(B), the notice must:

clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member

who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Id.

Here, the direct Postcard Notice is the gold standard and is consistent with other notice plans approved by other courts. *See, e.g., Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 472 (W.D. Va. 2011) (approving notice program consisting of direct notice via first class mail and indirect notice via settlement website and tollfree number); *Smith v. Res-Care, Inc.*, No. 3:13-5211, 2015 U.S. Dist. LEXIS 145266, at *2 (S.D. W. Va. Oct. 27, 2015) (approving notice program consisting of mailed individual notices, settlement website, and toll-free number); *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (finding direct mail notice to each class members' last known address—and a second notice if the first was undeliverable—was the best practicable and satisfied notice requirements). The content of the Notice adequately informed Settlement Class Members of the following: the nature of the action, the definition of the Class, the claims at issue, the ability of a Settlement Class Member to object or exclude themselves, and/or enter an appearance through an attorney, that the court will exclude any Settlement Class Member who requests exclusion, and the binding effect of final approval and class judgment. *See* S.A. Exs. B–C. The Notice utilized clear and concise language that is easy to understand, and the Notice was organized in a way that allowed Settlement Class Members to easily find any section that they may be looking for. Thus, it was substantively adequate. Moreover, the Settlement Administrator—with the assistance of the Parties—has taken all necessary measures to ensure the Notice reached as many of the Settlement Class Members as possible. As a result, the Notice reached 409,260, or 91% of the Settlement Class. *See* Admin Decl. ¶¶ 6–8. Such Notice complied with the Notice Program approved by this Court in its Preliminary Approval Order, the reach rate achieved is consistent with (and well above) other notice plans approved in the Fourth Circuit and

across the United States, is considered a “high percentage,” and is within the “norm.” *See* Rothstein & Willging, *Managing Class Action Litigation: A Pocket Guide for Judges*, at 27; Smith, 2015 U.S. Dist. LEXIS 145266, at *5 (approving a “92.13% effective delivery rate to identified Class Members” as an “exceptional” rate); *Pollard v. Remington Arms Co., LLC*, 896 F.3d 900, 906 (8th Cir. 2018) (approving notice that reached 73.7% of class members); *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 236 (S.D. W. Va. 2005) (approving publication notice rate of approximately 80% of the U.S. population where Settlement Class Members were exposed to notice an average of 2.6 times throughout notice program).

B. The Settlement Class Should be Finally Certified for Settlement Purposes.

As Plaintiffs set forth at length in their Motion for Preliminary Approval, the proposed Settlement Class satisfies all of the requirements of Rule 23. *See* Fed. R. Civ. P. 23(a), (b)(3). The Court preliminarily certified the Settlement Class in its Preliminary Approval Order and nothing has occurred that would change the Court’s previous determination that Plaintiffs satisfy the requirements under Rule 23. Specifically, the Settlement Class still meets the requirements of numerosity, commonality, typicality, adequacy of representation, predominance, and superiority under Rule 23(a) and (b)(3). *Id.* Thus, the Court should finally certify the Settlement Class for settlement purposes.

C. The Settlement is Fair, Reasonable, and Adequate and Should Be Approved.

The Fourth Circuit has developed a two-part analysis in *Jiffy Lube* to determine whether to grant final approval of a class action settlement: (1) adequacy—whether the class recovery is adequate in comparison to what the class gives up; and (2) fairness—whether the procedure by

which the settlement was negotiated was proper.⁴ See *In re Jiffy Lube*, 927 F.2d at 159; *Clark v. Experian Info. Sols., Inc.*, No. 8:00-1217-22, 2004 U.S. Dist. LEXIS 28324, at *5 (D.S.C. Jan. 14, 2004), decision clarified (Feb. 9, 2004).

1. The Settlement Terms Meet the *Jiffy Lube* Adequacy Requirement.

In analyzing the adequacy of a proposed settlement, the Court should consider the *Jiffy Lube* factors: (1) the relative strength of the case on the merits; (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial; (3) the expected duration and expense of additional litigation; (4) the solvency of the defendants and the probability of recovery on a litigated judgment; and (5) and the degree of opposition to the proposed settlement. See *In re Jiffy Lube*, 927 F.2d at 159; *Clark*, 2004 U.S. Dist. LEXIS 28324, at *5.

a. *The Relative Strength of the Case on the Merits, the Risks of the Case if the Case Were to Go to Trial, and the Duration and Expense of Additional Litigation Weigh in Favor of Final Approval.*

By their very nature, because of the many uncertainties of outcome, difficulties of proof, and lengthy duration, class actions readily lend themselves to compromise. See *S.C. Nat'l Bank*, 749 F. Supp. at 1423 (noting that settlement spares litigants the uncertainty, delay, and expense of a trial and appeals while simultaneously reducing the burden on judicial resources). Here, the first

⁴ “In the Fourth Circuit, the Rule 23(e)(2) analysis has been condensed into the two-step *Jiffy Lube* test which examines the fairness and adequacy of the settlement.” *Skochin v. Genworth Fin., Inc.*, No. 3:19-cv-49, 2020 U.S. Dist. LEXIS 212061, at *2 (E.D. Va. Nov. 12, 2020); *In re Lumber Liquidators Chinese-Manufactured Flooring Prods., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) (“[B]ecause our factors for assessing class action settlement almost completely overlap with the new Rule 23(e)(2) factors, the outcome . . . would be the same under both our factors and the Rule’s factors.”); see also *Yost v. Elon Prop. Mgmt. Co. Lexford Pools I/3, LLC*, No. ELH-21-1520, 2023 U.S. Dist. LEXIS 7035, at *4 (D. Md. Jan. 13, 2023) (granting final approval after evaluating adequacy and fairness of settlement under *Jiffy Lube* factors).

three *Jiffy Lube* factors are closely related, and weigh in favor of final approval of the proposed settlement.

The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain. While Plaintiffs believe their case is strong, there would be substantial risk in continuing to litigate the case. Data breach cases are, by nature, especially risky and expensive. Such cases also are innately complex. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 U.S. Dist. LEXIS 118209, at *32 (N.D. Ga. Mar. 17, 2020), *aff'd in part, rev'd in part and remanded*, 999 F.3d 1247 (11th Cir. 2021) (recognizing the complexity and novelty of issues in data breach class actions); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS 215430, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases . . . are particularly risky, expensive, and complex.”). This case is no exception to that rule. It involves approximately 450,000 class members, complicated and technical facts, and a well-funded and motivated Defendant.

Further, there are numerous substantial hurdles that Plaintiffs would have to overcome before the Court might find a trial appropriate. Data breach cases, in particular, face substantial hurdles in surviving past the pleading stage and are among the riskiest and most uncertain types of litigation. *Hammond v. Bank of N.Y. Mellon Corp.*, 2010 U.S. Dist. LEXIS 71996, at *43 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Here, RGW disputes Plaintiffs’ allegations and denies liability for any harm caused to Plaintiffs as a result of the Data Incident, and has indicated through its filing of a motion to dismiss and otherwise that it will vigorously defend the case. While Plaintiffs have arguments and authorities that support their allegations, the number of issues in this case, which centers on a developing area of law—data breach litigation—nonetheless creates significant uncertainty in this

case. Even if Plaintiffs were to prevail, there exists a substantial degree of uncertainty on subsequent appeals, again due to the developing nature of this area of law. Thus, despite Plaintiffs' confidence in the strength of this case, numerous legal issues and factual disputes exist that undermine the likelihood of a more favorable outcome for the Settlement Class.

Indeed, there are inherent risks associated with taking any data breach class action to trial, including pre-trial risks of obtaining and maintaining class certification and defeating summary judgment. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21, 35 (D. Me. 2013) (refusing to grant class certification in data breach class action). Plaintiffs will also need to overcome issues with establishing causation and damages—which are novel and untested in a data breach setting. *See S. Indep. Bank v. Fred's, Inc.*, No. 2:15-CV-799-WKW, 2019 U.S. Dist. LEXIS 40036, at *51–57 (M.D. Ala. Mar. 13, 2019) (holding individualized causation and damages issues predominated and denying class certification in data breach class action); *In re TJX Cos. Sec. Breach Litig.*, 246 F.R.D. 389, 398 (D. Mass. Nov. 29, 2007) (refusing to certify the class in data breach case because individualized damages predominated). Plaintiffs in data breach cases also often allege injuries, such as the risk of future identity theft and loss of control of their sensitive information, which are the subject of intense controversy.

The Settlement allows for Settlement Class Members to obtain benefits now—as opposed to potentially waiting for years for discovery, trial, and appeals—and eliminates the possibility of receiving no benefits. *See In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (“[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact . . . That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.”). Resolution in the near-term also helps mitigate any past, current, and future harm to

Settlement Class Members by providing access to credit monitoring benefits in the near-term, rather than after prolonged litigation.

Continued litigation would also likely involve costly discovery involving experts regarding damages, motions for summary judgment, a motion for class certification, and one or more interlocutory appeals, all of which would delay final resolution. Litigating this case to a favorable conclusion will require a considerable amount of time and resources, and weighs in favor of accepting the Settlement now. *See In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) (“Even if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for ‘[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.’” (alteration in original) (internal citation omitted)).

Here, the relief provided for in the Settlement represents a significant and excellent result for the Settlement Class, establishing a Settlement Fund of \$3,600,000 from which Settlement Class Members are eligible to make a claim for: (1) reimbursement for ordinary documented losses up to \$300.00; (2) compensation for up to four hours of lost time compensated at a rate of \$25 per hour; (3) reimbursement for extraordinary documented losses up to \$5,000.00; (4) twenty-four months of three-bureau credit monitoring and identity theft monitoring services; and (5) a *pro rata* Alternative Cash Payment estimated to be \$100. S.A. § V. Additionally, all Settlement Class Members will benefit from certain business practice changes and remedial measures enacted by RGW that will protect against further unauthorized access to the sensitive PII/PHI that is still held by RGW. *Id.* ¶ 28.

This is a sizeable recovery for the Settlement Class and represents real, meaningful benefits for Settlement Class Members.⁵ Indeed, the Settlement provides benefits that address all potential harms of a data breach without the substantial risks, uncertainties, and duration and expense of continued litigation. Accordingly, the Settlement easily weighs in favor of final approval.

b. The Solvency of RGW on a Litigated Judgment is Neutral and Does Not Preclude Final Approval

There is no evidence that RGW is in danger of becoming insolvent during the presumed duration of this litigation or as the result of a reasonable jury award should Plaintiffs prevail. Thus, this factor is neutral in the analysis and does not preclude the Court from granting final approval.

c. The Degree of Opposition to the Proposed Settlement.

The reaction of the Settlement Class reaction to the proposed Settlement has been overwhelmingly positive. As of May 22, 2025, out of the approximately 410,000 Settlement Class Members who received notice, Verita received 22 valid and timely exclusion requests and only two objections to the Settlement. Admin Decl. ¶¶ 12-13. The small number of opt-outs do not undercut the conclusion that the Settlement satisfies the adequacy requirement. *See, e.g., Skochin*, 2020 U.S. Dist. LEXIS 212061, at *12 (granting final approval where there were 191 exclusions and 32 objections out of class of 207,000). “It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.” *West v. Continental*

⁵ These Settlement terms are consistent with, and in fact better than, agreements approved by Courts in other, similar data breach cases. *See, e.g., Kesner v. UMASS Memorial Health Care, Inc.*, No. 2185-cv-01210 (Mass. Supp. Ct.) (approving \$1.25 million settlement for 209,047 class members for a per class member recovery of \$5.74); *Bingaman v. Avem Health Partners Inc.*, No. CIV23-130-SLP (W.D. Ok.) (approving \$1.45 million settlement for 271,303 class members for a per class member recovery of \$5.34); *Madkin v. Automation Personnel Services, Inc.*, No. 2:21-cv-1177 (N.D. Ala.) (approving \$1.37 million settlement for 299,253 class members for a class member recovery of \$4.59).

Automotive, Inc., No. 3:16-cv-00502-FDW-DSC, 2018 U.S. Dist. LEXIS 26404, at *18–19 (W.D. N.C. Feb. 5, 2018) (quoting *National Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004)). Thus, the presumption in favor of final approval applies here.

2. The Settlement Terms Meet the Jiffy Lube Fairness Requirement.

The Fourth Circuit has listed four factors that a court should consider in concluding whether a proposed settlement agreement is fair and reached in good faith without collusion: (1) the posture of the case at the time it settled; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the relevant experience of counsel. *S.C. Nat’l Bank*, 139 F.R.D. at 339 (citing *In re Jiffy Lube*, 927 F.2d at 159).

“A proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms’ length negotiations.” *Harris v. McCrackin*, No. 2:03-3845-23, 2006 U.S. Dist. LEXIS 46518, at *5 (D.S.C. July 10, 2006); *see also ADESSO Homeowners’ Ass’n v. Holder Properties, Inc.*, No. 3:16-cv-710-JFA, 2017 U.S. Dist. LEXIS 224941, at *8 (D.S.C. May 23, 2017) (“[A] proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms’ length negotiations.”). This presumption is applicable here.

As discussed in detail *supra*, this Settlement is the result of protracted and intense arm’s-length negotiations that took place over an extended period of time and between highly experienced attorneys familiar with class action litigation—and data breach class actions, in particular—and the legal and factual issues in these cases. *See Bean Decl.* ¶¶ 1–4. Before discussing potential settlement, the Parties completed an extensive investigation and exchanged informal discovery—both of which helped them fully understand the strengths and weaknesses of

their claims and defenses and the risks of continued litigation. *Id.* ¶¶ 10–11. While the negotiations were always collegial, cordial, and professional, there is no doubt that they were adversarial in nature, with both parties forcefully advocating the positions of their respective clients. *Id.* The final Settlement Agreement is the result of prolonged and serious arm’s-length negotiations between counsel for the Parties. *Id.*

Accordingly, the Settlement satisfies the *Jiffy Lube* test for fairness and adequacy, and the Court should grant final approval of this Settlement.

D. The Court Should Approve the Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient

Pursuant to the Settlement, the Parties have agreed to nominate Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient. *See* S.A., ¶ 12(y). The residual of the Settlement Fund will only be distributed to the Non-Profit Residual Recipient if a further distribution of the Settlement Fund will result in a payment to Settlement Class Members less than \$3.00 per Claimant. *Id.* ¶ 42. “[A] *cypres* distribution is designed to be a way for a court to put any unclaimed settlement funds to their next best compensation use, e.g., for the aggregate, indirect, prospective benefit of the class.” *Singleton v. Domino’s Pizza, LLC*, 976 F. Supp. 2d 665, 673 n.2 (D. Md. 2013) (quoting *Klier v. Elf Atochem N. Am., Inc.*, 658 F.3d 468, 474 (5th Cir. 2011)) (internal quotations omitted). Among other things, the Maryland Bar Foundation works to “[i]mprove and facilitate the administration of justice” and provides grants to non-profits in Maryland.⁶ Many of the Settlement Class Members live in Maryland or near Maryland due to the locations of RGW’s practice. Accordingly, in the event it is necessary, distributing the residual of the Settlement Fund

⁶ *About MBF*, Maryland Bar Foundation, <https://marylandbarfoundation.org/MBF/MBF/content/About.aspx?hkey=a30fbed0-f5ca-4a53-8b64-65b1d8c9f84f> (last accessed May 21, 2025).

to the Maryland Bar Foundation will benefit the Settlement Class. The Court should approve Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient.

E. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that guarantees Settlement Class Members substantial, immediate relief in the form of direct reimbursements for expenses incurred and time spent relevant to the Data Incident, three-bureau credit monitoring, and Alternative Cash Payments from the \$3.6 million non-reversionary Settlement Fund, and equitable relief in the form of data security enhancements to be paid by RGW separate from the Settlement Fund and that will better protect their PII and PHI in the future. Unsurprisingly, the response from the Settlement Class has been positive, having already achieved a 2.87% claims rate with nearly a month remaining in the Claims Period, and no objections to any aspect of the Settlement yet. Admin Decl. ¶¶ 11, 13. For these and the above reasons, Plaintiffs respectfully request this Court grant their Motion for Final Approval of the Class Action Settlement, finally certify the Settlement Class, and determine that the Notice met the requirements of Rule 23(c)(2)(B) and due process.

Dated: May 23, 2025

Respectfully submitted,

/s/ Thomas A. Pacheco

Thomas A. Pacheco (Bar No. 1712140091)

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CERTIFICATE OF SERVICE

The undersigned certifies that he filed the foregoing document and its exhibits using the Court's CM/ECF system, which shall provide notice of same to all counsel of record.

Dated: May 23, 2025

/s/ Thomas A. Pacheco
Thomas A. Pacheco (Bar No. 1712140091)

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

**DECLARATION OF TYLER J. BEAN IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Tyler J. Bean, declare and state as follows:

1. I am attorney duly licensed to practice law in the State of Oklahoma and admitted to practice in several federal courts across the country. I am co-counsel of record for Plaintiffs Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick (“Plaintiffs” or “Settlement Class Representatives”) in the above-captioned case (the “Action”). I am a Partner at Siri & Glimstad LLP (“S&G”) and leading member of S&G’s data privacy group and serve as co-counsel of record for Plaintiffs. I have extensive experience in data breach class actions, having served or currently serving as lead class counsel in dozens of other data breach and privacy matters similar to this one. *See* ECF No. 19, at 15–17.

2. On February 18, 2025, Ben Barnow of Barnow and Associates, P.C., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and myself were appointed Settlement Class Counsel in the Court’s Preliminary Approval Order. *See* ECF No. 36 ¶ 7. Throughout this litigation, our law firms and those of our co-counsel have been primarily

responsible for the prosecution of Plaintiffs' claims on behalf of the proposed Settlement Class, as well as the protracted and arm's-length negotiations that resulted in this Settlement.

3. I make this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. Except where otherwise stated, I have personal knowledge of the facts set forth in this Declaration based on active participation in all aspects of the prosecution and resolution of the Action. If called upon to testify, I could and would testify competently to the truth of the matters stated herein.

SUMMARY OF THE LITIGATION

4. The litigation arises from the Data Incident involving Defendant Retina Group of Washington, PLLC ("RGW" or "Defendant").

5. RGW is a healthcare company that provides ophthalmology and vision care services. *See* Consolidated Class Action Complaint, ECF 21 ("CAC") ¶ 18. On March 26, 2023, RGW experienced the Data Incident, which exposed certain PII/PHI of Settlement Class Members. While the exposed data elements varied by individual, it have included individuals' names, Social Security numbers, driver's license numbers, other government-issued identification numbers, medical record numbers, addresses, telephone numbers, email addresses, dates of birth, dates of service, and/or other demographic information as well as health, payment, and/or insurance information. *Id.* ¶ 28.¹

6. Plaintiffs filed seven lawsuits against RGW relating to the Data Incident: *Vandenbroucke v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00004, filed January 2, 2024; *Dapaah-Siakwan v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00016, filed

¹ *See also* Notice Letter, available at <https://www.rgw.com/wpcontent/uploads/2023/07/FINAL-6.30.23-RGW-Website-Notice.pdf>.

January 3, 2024; *Boehles v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00020, filed January 4, 2024; *Vance v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00079, filed January 9, 2024; *Girard v. The Retina Group of Washington, PLLC*, No. 1:24-cv-00082, filed January 10, 2024; *Puckett v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00137, filed January 16, 2024; and *McCormick v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00166, filed January 17, 2024, in the United States District Court for the District of Maryland against Defendant shortly after receiving Defendant's notice letter regarding the Data Incident.

7. Subsequently, Plaintiffs filed a motion to consolidate the related cases and appoint Ben Barnow of Barnow and Associates, P.C., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Tyler J. Bean of Siri & Glimstad LLP as interim co-lead class counsel, which the Court granted on February 26, 2024. *See* ECF Nos. 19, 20. After the Court granted consolidation, Plaintiffs filed their Consolidated Class Action Complaint on March 18, 2024. ECF No. 21. On May 2, 2024, Defendant filed its motion to dismiss, which has been fully briefed and is pending in this Court. ECF Nos. 29, 32, 33.

8. Shortly thereafter, the Parties engaged in settlement negotiations. As a prelude, Plaintiffs sought and obtained information from RGW and public sources on a number of key topics, including: the number of individuals whose PII/PHI was impacted during the Data Incident; the types of PHI/PII potentially accessed; and the terms of any potentially applicable insurance coverage. After prolonged discussions regarding the potential for early resolution, the Parties were able to reach a settlement in principle and moved for a stay to allow time to negotiate the finer points of the Settlement and file the Motion for Preliminary Approval and Settlement Agreement. *See* ECF 35-3 ¶¶ 4–7.

9. The proposed Settlement was agreed to following 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. While the negotiations were always collegial, cordial, and professional, there is no doubt that they were adversarial in nature, with both parties forcefully advocating the positions of their respective clients.

10. After the Settlement was reached, the Parties continued negotiations regarding the particular terms of the Settlement Agreement and associated exhibits. Substantial time and effort were expended negotiating the specific terms of the Settlement, drafting the Settlement Agreement, drafting well-crafted notices and a claim form, and drafting Plaintiffs' Unopposed Motion for Preliminary Approval.

THE SETTLEMENT

11. The Settlement negotiated on behalf of the Settlement Class provides significant benefits to the Settlement Class Members. Specifically, it establishes a \$3,600,000.00 non-reversionary cash settlement fund, which will be used to pay for benefits to the Settlement Class, notice and administration costs, Plaintiffs' service awards, and attorneys' fees, costs, and expenses. The Settlement also calls for Defendant to take remedial measures aimed at preventing further unauthorized access to the PII and PHI entrusted to it, including maintaining a written security policy, requiring its employees to review said policy, maintaining a written password policy, conducting periodic cybersecurity training, and conducting periodic review of its data security policies. The costs of these remedial security measures are separate and apart from the \$3,600,000.00 non-reversionary settlement fund.

12. Under the Settlement Agreement, Settlement Class Members are eligible to make a claim for: (1) reimbursement for ordinary documented losses up to \$300.00; (2) compensation for up to four hours of lost time compensated at a rate of \$25 per hour; (3) reimbursement for extraordinary documented losses up to \$5,000.00; and (4) twenty-four months of three-bureau credit monitoring and identity theft monitoring services; or (5) a *pro rata* Alternative Cash Payment estimated to be \$100. S.A. § V. Additionally, all Settlement Class Members will benefit from certain business practice changes and remedial measures enacted by RGW that will protect against further unauthorized access to the sensitive PII/PHI that is still held by RGW. S.A. ¶ 28.

13. The Parties did not discuss the payment of attorneys' fees, costs, expenses, or service awards to Class Representatives until after the substantive terms of the Settlement had been agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and service awards to Class Representatives as may be agreed to by Defendant and Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court.

14. Interim Co-Lead Class Counsel's collective years of experience representing individuals in complex class actions—including data breach actions—informed Plaintiffs' settlement position, and the needs of Plaintiffs and the proposed Settlement Class. While Interim Co-Lead Class Counsel believe in the merits of the claims brought in this case, they are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon my substantial experience, it is my opinion that the proposed settlement of this matter provides significant relief to the members of the Settlement Class and warrants the Court's

final approval. The settlement is well within the range of other data breach settlements in the relief that it provides.

THE POSITIVE RESPONSE FROM THE SETTLEMENT CLASS

15. The deadline to request exclusions from the Settlement or to object to the Settlement is May 27, 2025. As of May 22, 2025, Verita had received 22 timely and valid requests for exclusion and two objections to the Settlement.

16. The deadline to submit claim forms is June 23, 2025. As of May 22, 2025, Verita has received 12,932 claim forms, representing a claims rate of 2.87%, which compares favorably to the claims rates in other recent data breach class action settlements that have been finally approved by courts across the country. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (finding that a 1.8% claims rate reflects a positive reaction by the class). This is supported by the chart below:

Case	Claims Rate
<i>In re Target Corp. Customer Data Sec. Breach Litig.</i> , No. 14-md-2522, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), <i>aff'd</i> , 892 F.3d 968 (8th Cir. 2018)	0.23%
<i>In re Hudson's Bay Co. Data Sec. Incident Consumer Litig.</i> , No. 18-CV-8472 (PKC), 2022 WL 2063864, at *10 (S.D.N.Y. June 8, 2022)	0.25%
<i>Corona v. Sony Pictures Entmt., Inc.</i> , No. 2:14-cv-9600 (C.D. Cal. Apr. 12, 2016), ECF Nos. 164, 166	0.7%
<i>Cochran, et al. v. The Kroger Co.</i> , No. 5:21-cv-01887 (N.D. Cal.), ECF Nos. 104, 115	1%
<i>Hogsed, et al. v. PracticeMax, Inc.</i> , No. 2:22-cv-01261 (D. Ariz), ECF Nos. 43, 45	1.28%
<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299, 321 (N.D. Cal. 2018)	1.8%

<i>Sanders, et al. v. Ibex Global Solutions, Inc.</i> , No. 1:22-cv-00591 (D.C.)	2.0%
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17. Overall, the response from the Settlement Class has been positive, thereby demonstrating Settlement Class Members' approval of the Settlement.

18. In my professional opinion, the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class and merits final approval.

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

Executed on this 23rd day of May, 2025.

/s/ Tyler J. Bean
Tyler J. Bean

EXHIBIT 2

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE RETINA GROUP OF
WASHINGTON DATA SECURITY
INCIDENT LITIGATION

Case No. No. 24-cv-00004-LWW

CLASS ACTION

**DECLARATION OF EDWARD DATTILO
RE: NOTICE PROCEDURES**

I, Edward Dattilo, declare and state as follows:

1. I am a Senior Project Manager with Verita, located at 1 McInnis Pkwy | San Rafael, CA 94903. Pursuant to the Order Granting Preliminary Approval (the “Preliminary Approval Order”) dated February 18, 2025, the Court appointed Verita as the Claims Administrator in connection with the proposed Settlement of the above-captioned Action.¹ I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CAFA NOTIFICATION

2. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section 1715, Verita compiled a CD-ROM containing the following documents: Class Action Complaint, Consolidated Amended Class Action Complaint, Order re Preliminary Approval Hearing, Motion for Preliminary Approval, Proposed Order re Preliminary Approval Hearing, Declaration of Carla A Peak, Declaration of Gary M Klinger, Ben Barnow, and Tyler J Bean, Memorandum of Points and Authorities in Support of Motion for Preliminary Approval, Long Form Notice, Postcard Notice, Claim Form, Settlement Agreement, Proposed Final Judgement, and a cover letter (collectively, the “CAFA Notice Packet”). A copy of the cover letter is attached hereto as Exhibit A.

3. On April 8, 2025, Verita caused 57 CAFA Notice Packets to be mailed via Priority Mail from the U.S. Post Office in Memphis, Tennessee to the parties listed on Exhibit B, i.e., the U.S. Attorney General, the Attorneys General of each of the states in which Settlement Class Members reside and the District of Columbia, and the U.S. Territories.

4. As of the date of this Declaration, Verita has received no response to the CAFA Notice Packet from any of the recipients identified in paragraph 3 above.

CLASS LIST

5. On March 4, 2025, Verita received from Defense Counsel a list of 449,946 persons identified as the Class List. The Class List included names and addresses of known Class Members.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement, dated January 21, 2025 (the “Stipulation”) and/or the Preliminary Approval Order.

1 Verita formatted the list for mailing purposes, removed 564 duplicate records, and processed the
2 names and addresses through the National Change of Address Database (“NCOA”) to update any
3 addresses on file with the United States Postal Service (“USPS”). A total of 13,595 addresses were
4 found and updated via NCOA. Verita updated its proprietary database with the Class List.

5 **MAILING OF THE NOTICE**

6 6. On March 25, 2025, Verita caused the Postcard Notice (the “Notice”) to be printed
7 and mailed to the 449,129 names and mailing addresses in the Class List. 253 Class List records
8 had invalid or incomplete contact information and were not sent the Notice. A true and correct copy
9 of the Notice is attached hereto as Exhibit C.

10 7. Since mailing the Notice to the Class Members, Verita has received 1,280 Notices
11 returned by the USPS with forwarding addresses. Verita immediately caused Notices to be re-
12 mailed to the forwarding addresses supplied by the USPS.

13 8. Since mailing the Notice to the Class Members, Verita has received 56,875 Notices
14 returned by the USPS with undeliverable addresses. Through credit bureau and/or other public
15 source databases, Verita performed address searches for these undeliverable Notices and was able
16 to find updated addresses for 17,006 Class Members. Verita promptly re-mailed Notices to the
17 found new addresses.

18 **SETTLEMENT WEBSITE**

19 9. On or about March 24, 2025, Verita established a website,
20 www.retinagroupdatasettlement.com, dedicated to this matter to provide information to the Class
21 Members and to answer frequently asked questions. The website URL was set forth in the Postcard
22 Notice, Long Form Notice, and Claim Form. Visitors of the website can download copies of the
23 Notice, Claim Form, and other case-related documents. Visitors can also submit claims online, and,
24 if applicable, upload supporting documentation. As of May 20, 2025, the website has received
25 34,987 visits.

26 **TELEPHONE HOTLINE**

1 10. Verita established and continues to maintain a toll-free telephone number (1-833-
2 619-2740) for potential Class Members to call and obtain information about the Settlement and/or
3 request a Claim Form and Long Form Notice (collectively, the “Claim Packet”). As of May 20,
4 2025, 170 Claim Packets have been sent. The telephone hotline became operational on March 24,
5 2025, and is accessible 24 hours a day, 7 days a week. As of May 20, 2025, Verita has received a
6 total of 1,253 calls to the telephone hotline, totaling 4,920 minutes of use.
7

8 **CLAIM FORMS**

9 11. The postmark deadline for Class Members to file claims in this matter is June 23,
10 2025. To date, Verita has received 12,932 timely-filed claim forms. Verita expects additional
11 timely-filed claim forms to arrive over the next few weeks. It is possible the total number of valid
12 claims could change slightly depending upon the number of claims received during that time.
13

14 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

15 12. The Notice informs Class Members that requests for exclusion from the Class must
16 be postmarked no later than May 27, 2025. As of the date of this declaration, Verita has received
17 21 requests for exclusion². A list of the Class Members requesting to be excluded is attached hereto
18 as Exhibit D.
19

20 **OBJECTIONS TO THE SETTLEMENT**

21 13. The postmark deadline for Class Members to object to the settlement is May 27,
22 2025. As of the date of this declaration, Verita has processed 1 objection to the settlement,
23 submitted on behalf of 2 Class Members. A copy of the submitted objection is attached hereto as
24 Exhibit E.
25

26 _____
27 ² The number of requests for exclusion does not include a submission sent behalf of a Class
28 Member’s estate by the Class Member’s spouse. The submission did not provide any
documentation to support that the Class Member is deceased, or that the spouse is the trustee of
the estate. Verita has reached out in attempts to obtain additional documentation but has not
received a response to date.

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

6 Executed on May 22, 2025, at Louisville Kentucky

7 *Edward Dattilo*

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Edward Dattilo

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veritaglobal.com

1 McInnis Parkway
Suite 250
San Rafael, CA 94903

April 8, 2025

VIA PRIORITY MAIL

Pamela Bondi
Attorney General of the United States

950 Pennsylvania Avenue, NW
United States Department of Justice
Washington, DC 20530-0001

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear Pamela Bondi:

Verita Global is the independent third-party Administrator in a putative class action lawsuit entitled *In Re Retina Group of Washington Data Security Incident Litigation*, Case No. 8:24-cv-00004. McDermott Will & Emery LLP represents Retina Group of Washington, PLLC (“Defendant”) in that Action. The lawsuit is pending before the Honorable Lisa W. Wang in the United States District Court for the District of Maryland. This letter is to advise you that Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on January 21, 2025. Approval was subsequently granted on February 18, 2025.

Case Name: *In Re Retina Group of Washington
Data Security Incident Litigation*

Case Number: 8:24-cv-00004

Jurisdiction: United States District Court,
District of Maryland

**Date Settlement
Filed with Court:** January 21, 2025



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«First» «Last»

April 8, 2025

Page 2

Defendant denies any wrongdoing or liability whatsoever but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint* and the *Consolidated Amended Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a final fairness hearing in this matter for 1:00 p.m. on Monday, June 9, 2025. This hearing will proceed virtually via Zoom for Government. Copies of the *Order re Preliminary Approval Hearing*, *Motion for Preliminary Approval*, *Proposed Order re Preliminary Approval Hearing*, *Memorandum of Points and Authorities in Support of Motion for Preliminary Approval*, and the respective *Declarations of Carla A. Peak*, *Gary M. Klinger*, *Ben Barnow*, and *Tyler J. Bean* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Long Form Notice*, *Postcard Notice*, and the *Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of April 8, 2025, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of April 8, 2025, nor have any Notices of Dismissal been granted at this time. A copy of the *Proposed Final Judgment* is included on the enclosed CD.



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«First» «Last»

April 8, 2025

Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B)** – Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is not feasible to provide a list of the names of all settlement class members. The settlement class consists of an estimated total of 449,946 individuals, with the estimated breakdown by state/territory of residence included on the enclosed CD as *Class Member Data*.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of April 8, 2025, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Defendant can address any concerns or questions you may have.

Thank you.







Sincerely,

/s/

Fred Webb,
Case Coordinator

Enclosure – CD ROM



E      



Last	First	Company 1	Address 1	Address 2	City	State	Zip
Bondi	Pamela	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Taylor	Treg	Office of the Alaska Attorney General	1031 W. 4th Avenue, Suite 200		Anchorage	AK	99501-1994
Marshall	Steve	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
Griffin	Tim	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Mayes	Kris	Office of the Arizona Attorney General	2005 N. Central Avenue		Phoenix	AZ	85004
CAFA Coordinator		Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Weiser	Phil	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Tong	William	State of Connecticut Attorney General	165 Capitol Avenue		Hartford	CT	06106
Schwalb	Brian	District of Columbia Attorney General	400 6th St., NW		Washington	DC	20001
Jennings	Kathy	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32399-1050
Carr	Chris	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Lopez	Anne E.	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Bird	Brenna	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Labrador	Raúl	State of Idaho Attorney General's Office	700 W. Jefferson Street, Suite 210	P.O. Box 83720	Boise	ID	83720-1000
Raoul	Kwame	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Rokita	Todd	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Kobach	Kris	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Coleman	Russell	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601-3449
Murrill	Liz	Office of the Louisiana Attorney General	1885 North Third Street		Baton Rouge	LA	70802
Campbell	Andrea	Attorney General of Massachusetts	1 Ashburton Place	20th Floor	Boston	MA	02108-1698
Brown	Anthony G.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Frey	Aaron	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Nessel	Dana	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Keith Ellison	Attorney General	Attention: CAFA Coordinator	445 Minnesota Street	Suite 1400	St. Paul	MN	55101-2131
Bailey	Andrew	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Fitch	Lynn	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Knudsen	Austin	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Stein	Josh	North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Hilgers	Mike	Office of the Nebraska Attorney General	State Capitol P.O. Box 98920		Lincoln	NE	68509-8920
Ford	Aaron	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson St.	Carson City	NV	89701
Formella	John	New Hampshire Attorney General	Hew Hampshire Department of Justice	33 Capitol St.	Concord	NH	03301-6397
Platkin	Matthew J.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market St., P.O. Box 080	Trenton	NJ	08625-0080
Torrez	Raul	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM	87504-1508
James	Letitia	Office of the New York Attorney General	Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224-0341
Wrigley	Drew H.	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Ave., Dept. 125	Bismarck	ND	58505-0040
Yost	Dave	Ohio Attorney General	Rhodes State Office Tower	30 E. Broad St., 14th Flr.	Columbus	OH	43215
Drummond	Gentner	Oklahoma Office of the Attorney General	313 NE 21st St.		Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court St., NE	Salem	OR	97301-4096
Henry	Michelle A.	Pennsylvania Office of the Attorney General	16th Flr., Strawberry Square		Harrisburg	PA	17120
Neronha	Peter	Rhode Island Office of the Attorney General	150 South Main St.		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
Jackley	Marty	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Skrmetti	Jonathan	Tennessee Attorney General and Reporter	425 5th Avenue North		Nashville	TN	37243
Paxton	Ken	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Reyes	Sean	Utah Office of the Attorney General	P.O. Box 142320		Salt Lake City	UT	84114-2320
Clark	Charity R.	Office of the Attorney General of Vermont	109 State St.		Montpelier	VT	05609-1001
Miyares	Jason	Office of the Virginia Attorney General	202 North Ninth St.		Richmond	VA	23219
Ferguson	Bob	Washington State Attorney General	1125 Washington St. SE	P.O. Box 40100	Olympia	WA	98504-0100
Morrisey	Patrick	West Virginia Attorney General	State Capitol Complex, Bldg. 1, Rm. E-26	1900 Kanawha Blvd. E.	Charleston	WV	25305
Kaul	Josh	Office of the Wisconsin Attorney General	Dept. of Justice, State Capitol	Rm. 114 East, P.O. Box 7857	Madison	WI	53707-7857
Hill	Bridget	Office of the Wyoming Attorney General	109 State Capitol		Cheyenne	WY	82002
Tauiliili-Langkilde	Gwen	American Samoa Gov't	Dept. of Legal Affairs, c/o Attorney General	P.O. Box 7	Utulei	AS	96799
Moylan	Douglas	Office of the Attorney General, ITC Building	590 S. Marine Corps Dr.	Suite 706	Tamuning	Guam	96913
Manibusan	Edward	Northern Mariana Islands Attorney General	Administration Building	P.O. Box 10007	Saipan	MP	96950-8907
Hernández	Domingo Emanuelli	Puerto Rico Attorney General	Torre Chardón, Suite 1201	350 Carlos Chardón Ave.	San Juan	PR	00918
Rhea	Gordon C.	Virgin Islands Acting Atty. General, DOJ	3438 Kronprindsens Gade	GERS Complex, 2nd Floor	St. Thomas	VI	00802

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LEGAL NOTICE TO BE
OPENED ONLY BY THE
INTENDED RECIPIENT

RGW Data Incident
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

A court has authorized this Notice.
This is not a solicitation from a
lawyer.

«Barcode»

Postal Service: Please do not mark barcode

RE9: ClaimID: «Claim8»-«CkDig»

PIN: «PIN»

«FirstNAME» «LastNAME»

«Addr2»

«Addr1»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

RE9

Claim ID: <<Claim8>>-<<CkDig>>
PIN: <<PIN>>

THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

If you wish to notify the Settlement Administrator of any change in your contact information,
you may fill out and return this card.

First Name:	
<div></div>	
Last Name:	
<div></div>	
Primary Address:	
<div></div>	
City:	State: ZIP:
<div></div>	<div></div>

If Your Personal Information Was Exposed in a Data Incident Involving The Retina Group of Washington, PLLC, You May Be Eligible for a CASH PAYOUT or Other Benefits from a Class Action Settlement.

PLEASE VISIT WWW.RETINAGROUPDATASETTLEMENT.COM FOR MORE INFORMATION.

Why am I receiving this Notice? A class action settlement in the case entitled *In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-00004-LWW, currently pending in the United States District Court for the District of Maryland, has been reached between the Plaintiffs and Defendant The Retina Group of Washington, PLLC (“RGW”). The case concerns a cyberattack on RGW which occurred on or about March 26, 2023 (the “Data Incident”). You are receiving this Notice because RGW’s records show that your personal information was potentially accessible as a result of the Data Incident. **The records show that you may be a member of the Settlement Class, defined below.**

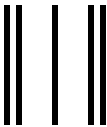
Who’s Included in the Settlement Class? The Settlement Class includes all natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class, except for certain excluded persons including, but not limited to, the judge presiding over the action, RGW’s officers and directors, and persons who opt out of the Settlement (please see the Settlement Website for further details).

What are the Settlement benefits? The Settlement provides for payments to people who submit valid claims for: (i) an Alternative Cash Payment estimated to be approximately \$100.00, **OR** (ii) up to 4 hours of lost time for Settlement Class Members who spent at least one-half hour responding to the Data Incident, at the rate of \$25.00 per hour, (iii) up to \$300.00 for ordinary unreimbursed out-of-pocket expenses incurred as a result of the Data Incident, (iv) up to \$5,000.00 for extraordinary unreimbursed out-of-pocket expenses incurred as a result of the Data Incident, and (v) 24 months of three-bureau credit monitoring services. Please visit www.RetinaGroupDataSettlement.com for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **June 23, 2025**.

What are my options? To receive payment, you must submit a Claim Form by June 23, 2025. The Claim Form can be found on the website www.RetinaGroupDataSettlement.com. If you do not want to be legally bound by the Settlement, you must **opt out** of the Settlement by **May 27, 2025**. If you want to **object** to the Settlement, you must file an objection by **May 27, 2025**. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form, opt out, or object.

The Court’s Final Approval Hearing. The Court will hold a Final Approval Hearing on **June 9, 2025**, to consider whether to approve the Settlement, a request for attorneys’ fees of no more than one-third of the Settlement Fund and reasonable costs and expenses for Plaintiffs’ counsel, and Service Awards of \$2,000.00 for each of the Settlement Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but it is not required. More information is available on the website.

For more information, please visit www.RetinaGroupDataSettlement.com or call toll-free 1-833-619-2740



PLACE
STAMP
HERE

RE9

RGW DATA INCIDENT
SETTLEMENT ADMINISTRATOR
PO BOX 301134
LOS ANGELES CA 90030-1134



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RE9: Retina Group of Washington Data Breach

Claim number	Last Name	First Name	Status
RE9-100283330	ZUPPAS	HELEN	Timely
RE9-100440282	LITTLEFORD	JANICE	Timely
RE9-100549438	MADSEN	RUSSELL E	Timely
RE9-100575668	BLAKE	SHIRLEY	Timely
RE9-100600255	FRISSYN	FERDINAND J	Timely
RE9-100630502	SEYALA	SUSAN J	Timely
RE9-100711766	TEACHUM	CAROL	Timely
RE9-101059299	GARRETT	BONNIE	Timely
RE9-101908776	WILLIAMS	MARY	Timely
RE9-102406545	MCLAUGHLIN	JUDITH G	Timely
RE9-102552576	KULA	DONNA R	Timely
RE9-102616264	HALE	DARLENE	Timely
RE9-102659869	FRADETTE	MICHAEL B	Timely
RE9-102712913	NEWETT	PAULA P	Timely
RE9-102797609	MILLER	RHONDA B	Timely
RE9-102824460	RIBBENTROP	JANICE H	Timely
RE9-102884790	PERRY	VICTORIA H	Timely
RE9-102971200	DUFFY	LANU T	Timely
RE9-103123245	CAMPBELL	HEIKE	Timely
RE9-103144404	SCHRODER	TODD E	Timely
RE9-103456929	SETZER	NICHOLAS	Timely

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David & Allene Blanchard

502 W. Broad St
Condo Unit 408
Falls Church, VA 22046

10 April 2025

Retina Group of Washington Data Breach
Settlement Administrator
Case No. 8:24-cv-00004-LWW (D. Md.)
P O Box 301134
Los Angeles, CA 90030-1134

Dear Settlement Administrator:

BACKGROUND: We are each a patient of this group and receive regular treatments from one of their very accomplished physicians. Both of us have observed a very disciplines staff behavior and rigorous system for protecting the privacy of our medical and personal records. And David has been a Senior Executive in the Aerospace programs of NASA and Private Industry as well as having his own businesses.

OUR OBJECTION: We both strenuously object to this class action lawsuit against Retina Group of Washington for four reasons. First, we have neither observed or do we find any credible evidence or arguments presented that the Retina Group of Washington has been or is negligible in the secure protection of our medical and personal records. Second, it is common knowledge that clever teams of hackers using today's technology and computers can break into almost any system. Third, this settlement will help drive up medical costs for us all. And fourth, the payout to any given patient is a pittance and the primary benefit will be to the law firms involved.

RECOMMENDATION: That this suit be dismisses as frivolous.

Any questions please contact us via email at: dlbonajourney@gmail.com

Sincerely,
 
David L Blanchard and Allene I Blanchard



RECEIVED

APR 21 2025

VERITA GLOBAL

Retina Group of Washington Data Breach
Settlement Administrator
Case No. 8:24-cv-00004-LWW (D. Md.)
P O Box 301134
Los Angeles, CA 90030-1134

90030-113434



Handwritten notes and a date stamp in the bottom right corner, including the date 4/21/25.

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

**[PROPOSED] FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT**

This matter coming to be heard on Plaintiffs’ Motion for Final Approval of Class Action Settlement (ECF No. __) (the “Motion”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.
3. This Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated February 18, 2025, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.
4. The Court has read and considered the papers filed in support of the Motion, including the Settlement Agreement and exhibits thereto and supporting declarations.
5. Based on the papers filed with the Court, the Court now gives Final Approval of

the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arm's-length negotiations presided over by a neutral mediator, further support this finding.

6. Pursuant to Federal Rule of Civil Procedure 23(b)(3), and for the purposes of settlement only, the Court certifies the following Settlement Class consisting of:

All natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class. Excluded from the Settlement Class are RGW's officers and directors, and any entity in which RGW has a controlling interest; the affiliates, legal representatives, attorneys, successors, heirs, and assigns of RGW; and members of the judiciary to whom this case is assigned, their families, and members of their staff.

7. For settlement purposes only, the Court confirms Mary Vandenbroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick as Settlement Class Representatives and finds that they are adequate representatives of the Settlement Class.

8. For settlement purposes only, the Court confirms the following counsel as Settlement Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Gary M. Klinger
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

9. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is too numerous for their joinder to be practicable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

10. The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2), applicable law, and the due process clause of the U.S. Constitution.

11. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

12. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against the Released Persons. The Court adjudges that Plaintiffs' Released Claims and the Released Class Claims and all of the claims described in the Settlement Agreement are released against the Released Persons.

13. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Plaintiffs Released Claims and Released Class Claims against the Released Persons, as set forth in the Settlement Agreement.

14. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of Plaintiffs' Released Claims and the Released Class Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings related to Plaintiffs' Released Claims or the Released Class Claims maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Persons may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Order.

16. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of Plaintiffs' Released Claims or the Released Class Claims or any of the claims described in the Settlement Agreement against the Released Parties.

17. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Persons of any fault, omission, liability, or wrongdoing, or of the validity of any of Plaintiffs' Released Claims or the Released Class Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Persons. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

18. _____ objections were filed by Settlement Class Members in this matter. The Court has considered all objections in their entirety and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

19. The Court appoints Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient of the Settlement Agreement. After all payments and distributions are made pursuant to the terms and conditions of the Settlement Agreement, the Settlement Administrator should distribute all residual funds to Maryland Bar Foundation, Inc.

20. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Order and Judgment and do not limit the rights of the Settlement Class Members.

21. Without affecting the finality of this Final Order and Judgment for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED.

ENTERED: _____

Hon. Lisa W. Wang
International Trade Judge