

**STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT**

**DAVID ANDREONI, individually, and
on behalf of all others similarly situated,**

Plaintiff,

v.

**RADIOLOGY ASSOCIATES OF
ALBUQUERQUE, P.A., d/b/a RAA
IMAGING, ADVANCED IMAGING,
LLC d/b/a HIGH RESOLUTION,**

Defendants.

Case No. D-202-CV-2022-05463

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	State of New Mexico County of Bernalillo Second Judicial District Court
Defendants:	Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution
Plaintiff/Class Representative:	David Andreoni
Class Counsel:	Osteen & Harrison, PLC; Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Turke & Strauss, LLP
Settlement Administrator:	Kroll Settlement Administration, LLC
Data Incident:	The incident from approximately July 22, 2021 to August 3, 2021, and from December 22, 2020, to July 15, 2021, during which an unauthorized third party gained access to Defendants' data systems, resulting in unauthorized access to the Plaintiff's and Class Members' personally identifying information and protected health information (collectively, " Personal Information ").
Settlement Class:	All individuals whose Personal Information was potentially compromised as a result of the Data Incident. The Class specifically excludes (i) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (ii) Defendants' officers and directors, and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.
Released Entities	Defendants and Defendants' past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the

KEY TERMS PAGE

Data Incident or who pleads *nolo contendere* to any such charge, and includes any entity with whom Defendant contracted that, on behalf of Defendants, held data involved in the Data Incident who is, was or could have been named as a defendant in any of the actions in the Litigation.

Released Claims:

Any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, but otherwise including and not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of implied covenant of good faith and fair dealing, invasion of privacy, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Class Member against any of the Released Entities based on, relating to, concerning, or arising out of the Data Incident and alleged exposure and compromise of any Class Member's Private

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Information in the Data Incident. Released Claims also shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

Class Certification Rules:	New Mexico Rules of Civil Procedure for the District Courts 1-023(A) and (B)(3)
Settlement Approval Rule:	New Mexico Rules of Civil Procedure for the District Courts 1-023(E) This case is known as <i>In Re: Packaged Seafood Products Antitrust Litigation</i> , No. 15-MD-2670-DMS (MSB), filed in the United States District Court, Southern District of California. The person who sued are the "Plaintiffs" or "class representatives" and the company they sued, StarKist Co. and its parent company Dongwon Industries Co. Ltd (collectively "StarKist"), and Bumble Bee Foods, LLC ("Bumble Bee") and Lion Capital (Americas), Inc. ("Lion America") (collectively the "Non-Settling Defendants"). The lawsuit claims that the Non-Settling Defendants and Settling Defendants COSI (collectively the "Defendants") participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Packaged Tuna products at an artificially high level in violation of antitrust and unfair competition laws. Defendants deny any wrongdoing.
Settlement Payment:	\$3,080,475
Identity Theft Protection Services Attributes:	3 bureau credit monitoring for 3 years, to include identity theft insurance of no less than \$1,000,000
Ordinary Loss Payments:	Ordinary Losses incurred, up to \$400 maximum per Class Member
Lost Time Payments:	\$20 per hour up to 4 hours per Class Member
Extraordinary Loss Payments:	Extraordinary Losses incurred, up to \$4,000 maximum per Class Member
Cash Payment Amount:	\$80, subject to increase or decrease as set forth in this agreement
Cy Pres Recipient(s):	Public Justice Foundation
Costs of Preparing the Class List:	To be paid from the Settlement Fund
Costs of Notice and Administration:	To be paid from the Settlement Fund

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Attorneys' Fees Amount:	\$1,026,825, to be paid from the Settlement Fund
Service Award Amount:	\$2,500, to be paid from the Settlement Fund

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. All dates and deadlines will be calculated in conformity with New Mexico Rules of Civil Procedure for the District Courts 1-006(A).

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	7 days after Preliminary Approval Order
Deadline for Defendant to pay cost of Notice Program and Claims Administration	14 days after Preliminary Approval Order
Deadline to Send Notice	30 days after Preliminary Approval Order
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before Deadline to Object
Deadline to Object	30 days after Deadline to Send Notice
Deadline to Opt-Out	30 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	3 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to Request a date approximately 90-120 days after Preliminary Approval Order)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	As defined in Section 6.7.
Deadline to for Defendants to Pay Fees, Expenses, and Service Award	7 days after the Effective Date
Deadline to Submit Claims	120 days after Preliminary Approval Order
Deadline to Process Claims	30 days after receipt of the Claim Form by the Settlement Administrator
Deadline to Cure Claim	30 days after notice of the deficiency is provided by the Settlement Administrator
Deadline to Pay Valid Claims	60 days after Effective Date
Date Settlement Checks Expire	120 days after issuance

1. Recitals.

On September 16, 2022, the Class Representative filed a putative Class Action Complaint against Defendants in the Court, alleging that Defendants are liable for the Data Incident under claims for: (Count I) negligence; (Count II) intrusion upon solitude/invasion of privacy; (Count III) breach of express contract; (Count IV) breach of implied contract; (Count V) negligence per se; (Count VI) breach of fiduciary duty; and (Count VII) violation of the New Mexico Unfair Practices Act (NMSA 1978, Section 57-12-2) (the “**Lawsuit**”).

On December 12, 2022, Defendants filed a motion to dismiss; the Class Representative responded on December 22, 2022; and Defendants replied on January 20, 2023. On March 10, 2023, the Court granted in part and denied in part the motion to dismiss. The Court denied the motion to dismiss as to Count I, and III through VI, and granted the motion to dismiss as to Count II.

On March 21, 2023, the Defendants filed their Answer to the Complaint denying all liability and asserting affirmative defenses.

On July 19, 2023, the parties participated in a mediation facilitated by mediator Rodney A. Max. The case did not settle, but the parties continued settlement negotiations through the Honorable (ret.) Wayne Andersen of JAMS. The parties ultimately reached an agreement in principle to resolve this litigation, subject to Court approval of the detailed terms of this final agreement.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

3. Benefits to Class Members.

3.1. Settlement Fund

Defendants agree to pay the Settlement Amount on the following schedule:

- (1) Within fourteen (14) days of the Court granting preliminary approval of this Settlement Agreement, Defendants shall pay to the Settlement Administrator the estimated costs associated with notifying the Settlement Class Members;
- (2) Within seven (7) days of the Effective Date, Defendants shall pay all fees, expenses, and service awards approved by the Court to Class Counsel, who will distribute any service award to the Class Representative.
- (3) Within thirty (30) days of the Effective Date, Defendants shall pay the remainder of the Settlement Payment (i.e., the Settlement Amount, less the amounts already paid under subsections (1) and (2)) to the Settlement Administrator to be held in the Settlement Fund for the benefit of Class Members and to pay any remaining costs of notice and administration.

The “**Net Settlement Fund**” is the amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration, Costs of Preparing the Class List, and payment of all Court-approved attorneys’ fees, expenses, and service award. The Net Settlement Fund will be used to provide the benefits listed in this section, which will be available, as applicable, to any person who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “**Class Member**”). A Class Member may claim all of the benefits to which the Class Member has a valid claim, and any Class Member who submits a valid claim will also receive a Cash Payment. A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website. All claims will be processed and validated as set forth in Section 4.

3.1.2. Identity Theft Protection Services.

“**Identity Theft Protection Services**” means credit monitoring and identity theft protection services having the Identity Theft Protection Services Attributes listed on the Key Terms Page to be provided by a vendor approved by Class Counsel. The Settlement Fund will pay to provide Identity Theft Protection Services to each Class Member who submits a valid claim for Identity Theft Protection Services, at no cost to the Class Member.

3.1.3. Claims for Lost Time.

“**Lost Time**” means time a Class Member spent dealing with the Data Incident, such as time spent freezing credit, checking statements, dealing with actual or suspected fraud, or other time spent by a Class Member that would not have been spent but for the Data Incident. The Settlement Fund will pay all valid claims for reimbursement for Lost Time in the amounts and limits set forth under Lost Time Payments on the Key Terms Page.

3.1.4. Claims for Ordinary Losses.

“**Ordinary Losses**” means the following out-of-pocket expenses incurred by a Class Member and fairly traceable to the Data Incident: (i) 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), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and the Deadline to Submit Claims. The Settlement Fund will pay all valid claims for reimbursement of Ordinary Losses in the amounts and limits set forth under Ordinary Loss Payments on the Key Terms Page.

3.1.5. Claims for Extraordinary Losses.

“**Extraordinary Losses**” means unreimbursed costs or expenditures (other than Ordinary Losses) incurred by a Class Member and fairly traceable to the Data Incident. Extraordinary Losses include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of information compromised in the Data Incident, and including accountant’s fees related to any credit freezes. The Settlement Fund will pay all valid claims for reimbursement of Extraordinary Losses in the amounts and limits set forth under Extraordinary Loss Payments on the Key Terms Page.

3.1.6. Cash Payment.

“**Cash Payment**” means a payment to be made in addition to any other benefits of this agreement. The Settlement Fund will pay all valid claims for a Cash Payment in the amounts and limits set forth under Cash Payment Amount on the Key Terms Page, provided, however, that the final amount of the Cash Payment due to each Class Member will be increased or decreased such that it is equal to the

Net Settlement Fund, less the costs of providing the benefits and payments for valid claims set forth in paragraphs 3.1.1 through 3.1.4, divided by the total number of persons submitting valid claims for benefits under paragraphs 3.1.1 through 3.1.5.

3.1.7. Cy Pres.

After the Date Settlement Checks Expire there remain monies in the Net Settlement Fund, those monies will not revert to Defendant but will, after deduction of any final costs of administration, be paid to the Cy Pres Recipient(s) in the amount(s) set forth on the Key Terms Page.

4. Claims Processing and Provision of Settlement Benefits.

4.1. Settlement Administrator's Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of this Settlement Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

4.2. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the "**Basic Claim Requirements**"): (i) the claim must be submitted by a Class Member or the Class Member's authorized legal representative; (ii) the information required to process the claim must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Identity Theft Protection Services and/or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Ordinary Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by documentation of the loss.

A claim for Extraordinary Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by documentation of the loss and a statement signed under penalty of perjury attesting to the accuracy of the claim.

A claim for a Cash Payment will be valid so long as it meets the Basic Claim Requirements.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

4.3. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

4.4. Payment of Valid Claims.

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must pay the valid claim (by check or by other payment means agreed to by the parties) and/or arrange for the provision of Identity Theft Protection Services, as appropriate for the claim. The Settlement Fund will be responsible for providing the Settlement Administrator with all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

The Settlement Administrator shall report to Class Counsel and Defendants on a periodic basis regarding the status of valid, invalid, and deficient claims.

4.5. Custody of the Settlement Fund.

The Settlement Fund shall be deposited into an appropriate trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to the Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

4.6. Treasury Regulations and Fund Investment.

The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund

as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

4.7. Taxes

All taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

5. Releases.

5.1 On the Effective Date, the Parties and each and every Class Member who has not timely opted out shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Entities with respect to the Released Claims.

5.2 On the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, who has not timely opted out, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, shall be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

5.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiff and each Settlement Class Member who has not timely opted out, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next

friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “**Releasing Persons**”), will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Entities from the Released Claims. The release set forth in the preceding sentence (the “**Release**”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

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

5.5 Subject to Court approval, as of the Effective Date, all Class Members who have not timely opted out shall be bound by this Settlement Agreement and the Release and all of their claims in the Lawsuit shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

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

5.7 As of the Effective Date, the Released Entities are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or settlement of the Lawsuit.

5.8 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement by the Parties, the Class Members, or Class Counsel, including participation in any of the processes detailed herein.

6. Process for Court Approval of Settlement.

This entire agreement is contingent on the parties obtaining Court approval of the agreement. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendants stipulate to the certification of the Settlement Class and will not oppose Plaintiff's request for certification.

6.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representative must move the Court to enter the Preliminary Approval Order. Defendants will not oppose the motion, including not opposing class certification for purposes of settlement.

6.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendants must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail or email each member of the Settlement Class the Summary Notice. Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service's National Change of Address service.

6.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendants' Counsel (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided

- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

6.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendants.

6.5. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice.

6.6. Final Approval.

At the final approval hearing, the Class Representative and Defendants must move the Court to enter the Final Approval Order.

6.7. Effective Date.

The "Effective Date" of this Settlement Agreement shall be the first date when each and all of the following conditions have occurred:

- (a) This Settlement Agreement has been fully executed by all Parties and their counsel;

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

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

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

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment entered by the Court has expired.

7. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award of up to the Service Award Amount listed on the Key Terms Page, to be paid from the Settlement Fund. Defendants agree to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees, Expenses, and Service Award, Class Counsel and the Class Representative shall be paid the amounts awarded by the Court for fees, expenses, and service awards, from the sources listed on the Key Terms Page.

8. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendants deny each and all of the claims and contentions alleged against it in the Lawsuit. Defendants deny all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Defendants concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendants considered the uncertainty and risks inherent in any litigation. Defendants have, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

If this agreement fails to become effective, or is voided, for any reason, then:
(i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to

this agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) Defendants shall be entitled to object to certification of any class in this lawsuit.

9. Additional Terms

9.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendants, and Defendants' counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement.

9.2. Integration Clause

This agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

9.3. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

9.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

9.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

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10. Signatures

Each party is signing as of the date indicated next to that party's signature.

Dated: 1/31/24

Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging

By: Luca Furtis MD

Its: President

Advanced Imaging, LLC d/b/a High Resolution

By: Luca Furtis MD

Its: Member

Dated: 2/1/2024

Counsel for Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution

By: Amala H.

[Insert Defense Counsel]
Mullen Coughlin LLC

Dated: 1/26/2024

Class Representative

Designed by David Andreoni

David Andreoni

Class Counsel

Dated: 1/29/2024

By: Designed by J. Gerard Stranch, IV

J. Gerard Stranch, IV
Stranch, Jennings & Garvey,
PLLC

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EXHIBIT A
(SUMMARY NOTICE)

Summary Notice

*Andreoni v. Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and
Advanced Imaging, LLC d/b/a High Resolution, No. D-202-CV-2022-05463
(Second Judicial District Court of New Mexico)*

A proposed settlement has been reached in the above-entitled class action lawsuit. The Lawsuit alleges that from approximately July 22, 2021, to August 3, 2021, and from December 22, 2020, to July 15, 2021, Defendants experienced a Data Incident in which Defendants' computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information (collectively "Personal Information") of patients was potentially compromised. Defendants deny all liability but have entered into a proposed Settlement.

Records indicate you are included.

Settlement Benefits. If you do not opt out of the settlement, you may be entitled to receive settlement benefits by submitting a Claim Form no later than **[DATE]**, which you can obtain online at **[www.SettlementWebsite.com]** or by calling **833-462-3506**. If eligible, you may submit a claim for three years of free credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance), and you may submit a claim for Lost Time (\$20/per hour, up to 4 hours); Ordinary Losses (up to \$400); and Extraordinary Losses (up to \$4,000) you experienced related to the Data Incident. In addition, you may submit a claim for a Cash Payment in an amount estimated to be \$80 (subject to increase or decrease based on the total Net Settlement Funds remaining after payment of all other claim types).

Your Options. You can do nothing and claim no benefits, submit a Claim Form to claim benefits, object to the settlement or any part of it, or opt-out of the Settlement. If you do anything but opt out, you will give up the right to sue Defendants on the issues covered by the settlement. If you opt out, you will retain the right to sue, but you will not be eligible to receive any of the benefits of the settlement. Detailed instructions on how to make a claim, object, or opt-out are available online at **[www.SettlementWebsite.com]** or by calling **833-642-3506**. Objections or opt-out requests must be postmarked no later than **[DATE]**.

Final Approval Hearing. The Court will hold a final approval hearing on **[Month]** **[Day]**, 2022, at **[HH]:[MM][a/p.m]** at **[Location]**. The Court will decide at the hearing whether the settlement is fair, reasonable, and adequate. The Court will also consider a request for attorneys' fees of \$1,026,825, plus expenses to be paid to Class Counsel from the Settlement Fund, along with a \$2,500 service award to the Class Representative.

Need More Information? Visit **[www.SettlementWebsite.com]** or call 833-642-3506

EXHIBIT B
(DETAILED NOTICE)

**ANDREONI V. RADIOLOGY ASSOCIATES OF ALBUQUERQUE, P.A. D/B/A
RAA IMAGING; AND ADVANCED IMAGING, LLC D/B/A HIGH
RESOLUTION, NO. D-202-CV-2022-05463
SECOND DISTRICT JUDICIAL COURT, NEW MEXICO**

If you were sent a Notice of Data Breach by Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution you could get benefits from a class action settlement.

A state Court authorized this Detailed Notice. This is not a solicitation from a lawyer.

This is Notice of a proposed class action settlement that provides benefits to settle claims relating to a Data Incident that occurred between approximately July 22, 2021 to August 3, 2021, and from December 22, 2020, to July 15, 2021, in which Defendants' computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information (collectively "Personal Information") of patients was potentially compromised. Defendants deny all liability but have entered into a proposed settlement.

- Under the settlement, Defendants will pay \$3,080,475 into a Settlement Fund, which after Court-approved deductions for fees, expenses, and awards will be used to provide the following benefits:
 - The option to enroll in three years of 3-credit-bureau credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance), at no cost to you.
 - Valid claims submitted for Ordinary Losses (up to \$400.00), Lost Time (at \$20/hour up to 4 hours), and Extraordinary Losses (up to \$4,000) if you experienced related to the Data Incident.
 - In addition, you can elect to receive a Cash Payment in an amount estimated to be \$80 (subject to increase or decrease based on the total Net Settlement Funds remaining after payment of all other claim types)
- You have the right to do nothing, submit a claim, object to the settlement or any part of it, or opt-out of the settlement. If you do not opt out of the settlement, and final approval is granted, you will release any claims you have relating to the Data Incident as set forth in the Settlement Agreement.
- Your legal rights are affected, so please read this Detailed Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	To receive any of the cash benefits or the identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at www.SettlementWebsite.com or by calling 833-462-3506. If you submit a claim, you give up the right to bring a separate lawsuit about the same issues, but you are eligible to receive any of the settlement benefits to which you have a valid claim.
EXCLUDE YOURSELF	If you exclude yourself from the settlement, you will get no benefits from the settlement, but you will keep the right to bring a separate lawsuit about the same issues at your own expense, if you choose.
OBJECT	If you object to the settlement or any part of it, you may write to the Court about your objection. If the settlement is approved you will still give up the right to bring a separate lawsuit about the same issues, and you will need to submit a claim to receive any settlement benefits.
DO NOTHING	If you do nothing you will give up the right to bring a separate lawsuit about the same issues, and you will not be eligible to receive any benefits of the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals.

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BASIC INFORMATION

1. Why did I get this notice?

This notice has been posted to the Settlement Website relating to a class action brought against Defendants relating to a Data Incident that occurred between approximately July 22, 2021 to August 3, 2021, and from December 22, 2020, to July 15, 2021, in which Defendants' computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised.

The Court approved this Detailed Notice because class members have a right to know about the proposed class action settlement, and about their options, before the Court decides whether to approve the settlement. This package explains the Lawsuit, the settlement, class members' legal rights, what benefits are available, and how to claim those benefits.

The Court in charge of the case is the Second Judicial District Court in the State of New Mexico, and the case is known as *Andreoni v. Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution*. The person who sued is called the Plaintiff or Class Representative and the companies he sued are called the Defendants.

2. What is the Lawsuit about?

The Lawsuit claims that the Defendants failed to properly safeguard the personally identifiable information that Plaintiff alleges was compromised in the Data Incident. Defendants contend that they acted in accordance with applicable law and that they have no liability or fault relating to the Data Incident.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. All these people are called Settlement Class or Settlement Class Members. This is a class action because the Court has preliminarily determined that the settlement meets the legal requirements for resolution of a class action. Because the case is a class action, one court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendants. Instead, both sides agreed to a settlement. The Plaintiff has the duty to act in the best interests of the class as a whole and, in

this case, it is his belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Settlement Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendants are legally responsible, whether this case could proceed as a class action if litigated, whether Plaintiff would be able to prove causation and damages at trial, and whether any verdict would withstand appeal, which might result in Settlement Class Members receiving no recovery, or a substantially smaller recovery than that being offered here. Even if the Plaintiff were to win at trial, there is no assurance that the Settlement Class Members would be awarded more than the current settlement provides, and it may take years of litigation before any payments would be made. By settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation in exchange for access to guaranteed benefits now.

While Defendants dispute Plaintiff's claims, they have agreed to settle the Lawsuit to avoid the costs, distractions, and risks of litigation. Thus, even though Defendants deny that they did anything improper, they believe settlement is in the best interests of all the Parties. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or other benefits from this settlement, you first have to decide if you are a Settlement Class Member.

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

If you received a notice addressed to you regarding the Data Incident, then you are a Settlement Class Member, you will be a part of the settlement unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this Detailed Notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide and how can I claim benefits?

The settlement provides for a number of benefits, and Settlement Class Members can claim as many of the benefits to which they are entitled. These benefits are available because Defendant has agreed to pay \$3,080,475 into a Settlement Fund.

First, Settlement Class Members may submit a claim to receive, at no cost, three years of 3-credit-bureau credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance).

Second, Settlement Class Members who suffered an out-of-pocket loss or Lost Time related to the Data Incident may submit a claim for a cash reimbursement. Defendants will pay valid

claims for Ordinary Losses (up to \$400.00), Lost Time (at \$20/hour up to 4 hours), and Extraordinary Losses (up to \$4,000.00) that a Settlement Class Member experienced fairly traceable to the Data Incident. These categories are explained in detail on the Claim Form.

In addition, you may elect to receive a Cash Payment estimated to be \$80 (subject to increase or decrease based on the total Net Settlement Funds remaining after payment of all other claim types). The Cash Payment will be calculated as each claimant's pro rata amount of the monies left in the Net Settlement Fund after deducting the costs for paying for the credit monitoring described above and paying valid claims for Ordinary Losses, Extraordinary Losses, and Lost Time.

To receive any of the cash benefits or the identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at www.SettlementWebsite.com or by calling 833-462-3506.

7. When would I get my benefits?

The Court will hold a hearing on [\[Month\] \[Day\], 202_](#), to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

8. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants relating to the legal claims in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final, your claims relating to *this* case will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement or the other benefits described here, but you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the settlement.

9. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Andreoni v. Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than [\[PARTIES TO PROVIDE DATE\]](#) to:

RAA Imaging Settlement
c/o Kroll Settlement Administration
P.O. Box 225391

New York, NY 10150-5391 You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendants about the issues in this Lawsuit. Remember that the exclusion deadline is **[PARTIES TO PROVIDE DATE]**.

11. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or other benefits from this settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Osten & Harrison, PLC; Stranch, Jennings & Garvey, PLLC; Turke & Strauss, LLP; and Cohen & Malad, LLP to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees of up to \$1,026,825.00, plus reasonable expenses, to be paid from the Settlement Fund, along with a service award to the Class Representative of \$2,500.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. To object, you must send a letter to the Settlement Administrator saying that you object to the settlement, or part of it, in *Andreoni v. Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution*. To have your objection considered by the Court, you also must file your objection with the Clerk of the Court (identified below). You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any materials in support of your arguments. If you intend to appear at the final approval hearing either yourself or by a lawyer, you must also state your intention to appear. You must mail the objection to the Settlement Administrator at the following address no later than **[PARTIES TO PROVIDE DATE]**:

RAA Imaging Settlement
c/o Kroll Settlement Administration
P.O. Box 225391
New York, NY 10150-5391

[Court info]

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend, but you are welcome to do so, if you choose.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **[PARTIES TO PROVIDE TIME]** on **[PARTIES TO PROVIDE DATE]** at **[address of the court]** (or by telephonic or videoconference, if necessary, please check the Settlement Website for updates on the hearing). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 18 of this Detailed Notice. The Court may also decide how much to pay Class Counsel and the Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, unless you want to. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary unless you want to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing along with your objection as set forth in paragraph 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, but you must submit a claim to receive any benefits. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants relating to the claims brought in this case.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Detailed Notice summarizes the proposed settlement. More details are in the Settlement Agreement on file with the Court and available on the Settlement Website at [INSERT]. You can also call toll free 833-462-3506.

**EXHIBIT C
(CLAIM FORM)**

RAA Imaging Settlement
c/o Kroll Settlement Administration
P.O. Box 225391
New York, NY 10150-5391

**ALL CLAIM FORMS MUST BE
SUBMITTED NOT LATER THAN
[DATE]**

Andreoni v. Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution Case No: **D-202-CV-2022-05463**

Second Judicial District Court, New Mexico

CLAIM FORM

This claim form should be filled out online or submitted by mail if you are an individual who was notified of the Data Incident by letter from Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution, and you wish to sign up for credit monitoring and identity protection services, had out-of-pocket expenses or Lost Time spent dealing with the Data Incident, or wish to receive a Cash Payment. You may get a check if you fill out this Claim Form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement Notice describes your legal rights and options. Please visit the official settlement administration website, **[Insert Settlement Website URL]**, or call **833-462-3506** for more information.

If you wish to submit a claim for a Cash Payment, you need to provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **[DATE]**. Alternatively, you may submit a claim using the online form located on the Settlement Website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

1. Settlement Class Member Information.

First Name															Middle Initial			
Last Name																	Suffix	
Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)																		
City										State		Zip Code						
Current Email Address (Optional)																		
Current Phone Number (Required)						Settlement Class ID (Required)												

2. Identity Theft Protections Services.

Three years of Identity Theft Protection Services

Check the box above if you wish to receive three years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) at no cost to you. If your claim is approved you will receive an activation for the service by mail or email, along with instructions on how to activate the service. If you select this benefit, you may also claim reimbursement for Ordinary Losses, Extraordinary Losses, and Lost Time.

3. Payment of Ordinary Losses, Extraordinary Losses, and Lost Time.

Please provide as much information as you can to help us figure out if you are entitled to a Cash Payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of out-of-pocket expenses or Lost Time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation as described (if you provide account statements as part of proof for any part of your claim, you may mark out any unrelated transactions if you wish).

Lost Time attributable to the Data Incident

Settlement Class Members may make a claim for self-certified time spent related to the effects or potential effects of the Data Incident. Each Settlement Class Member may claim up to \$80 of lost time (calculated at \$20/hour, up to 4 hours) by simply attesting to the fact that they expended such time and describing how the time was spent.

I spent this many hours of time related to the Data Incident: (round to the nearest 0.1 (6 minutes)).

Briefly describe how you spent that time in the space below:

Ordinary Losses fairly traceable to the Data Incident

Settlement Class Members may make a claim for documented Ordinary Losses related to the Data Incident, up to a maximum amount of \$400.00.

“Ordinary Losses” means the following out-of-pocket expenses fairly traceable to the Data Incident: (i) 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), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and [the Deadline to Submit Claims].

Total amount claimed for this category: \$. (maximum \$400.00)

Please describe the categories of Ordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

Extraordinary Losses fairly traceable to the Data Incident

Settlement Class Members may make a claim for documented Extraordinary Losses related to the Data Incident, up to a maximum amount of \$4,000.00.

“Extraordinary Losses” means unreimbursed costs or expenditures (other than Ordinary Losses) incurred and fairly traceable to the Data Incident. Extraordinary Losses include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of information compromised in the Data Incident, and including accountant’s fees related to any credit freezes.

Total amount claimed for this category: \$ (maximum \$4,000.00)

Please describe the categories of Extraordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

You must represent under penalty of perjury that the losses relating to the claim are true and accurate.

I declare under penalty of perjury that the information supplied for Extraordinary Losses is true and correct to the best of my recollection.

Signature **Printed Name** **Date**

4. Cash Payment.

Cash Payment.

Check the box above if you wish to receive a Cash Payment estimated to be \$80 (subject to increase or decrease based on the total Net Settlement Funds remaining after payment of all other claim types). This payment will be calculated as your pro rata amount of the Net Settlement Fund that remains after all payments for credit monitoring and for valid Ordinary Losses, Extraordinary Losses, and Lost Time, based on the number of people who submit a valid claim for any of the benefits of this settlement. If you submit a valid claim for a different benefit, you will also automatically receive a Cash Payment.

5. Sign and Date Your Claim Form.

Signature **Printed Name** **Date**

6. Reminder Checklist.

- Keep copies of the completed Claim Form and documentation for your own records.

- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement website at **[insert Settlement Website URL]** and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
- Please do not provide any sensitive documents that may contain Personal Information via email to the Settlement Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement Website at **[insert Settlement Website URL]** and provide these documents by completing the secure Contact form or by mail.

For more information, please visit the Settlement Website at **[insert Settlement Website URL]**, or call the Settlement Administrator at **833-462-3506**. Please do not call the Court or the Clerk of the Court for additional information.

**EXHIBIT D
(PRELIMINARY APPROVAL
ORDER)**

**STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT**

DAVID ANDREONI, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

Case No. D-202-CV-2022-05463

**RADIOLOGY ASSOCIATES OF
ALBUQUERQUE, P.A., d/b/a RAA
IMAGING, ADVANCED IMAGING,
LLC d/b/a HIGH RESOLUTION,**

Defendants.

PRELIMINARY APPROVAL ORDER

Plaintiff, David Andreoni, and Defendants, Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution d/b/a Gifted Healthcare, have entered into a proposed Class Action Settlement Agreement (the "Settlement"). Plaintiff has moved the Court to grant preliminary approval to the Settlement under New Mexico Rules of Civil Procedure for the District Courts 1-023(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendants do not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendants in the above-captioned case (the “Parties”).

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

All individuals whose Personal Information was potentially compromised as a result of the Data Incident.¹

4. Specifically, the Court finds that the requirements of Rule 1-023 A) and 1-023 (B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

¹ “Data Incident” means the incident from approximately July 22, 2021 to August 3, 2021, and from December 22, 2020, to July 15, 2021, during which an unauthorized third party gained access to Defendants’ data systems, resulting in unauthorized access to the Plaintiff’s and Class Members’ personally identifying information and other sensitive, non-public financial information (collectively, “Personal Information”).

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(A) the Class Representative and Class Counsel have adequately represented the Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class appears adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3);
and

(D) the proposal treats class members equitably relative to each other.

6. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Kroll Settlement Administration LLC, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2024, at _____, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the

Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must: comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendants.

14. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, on the deadline provided in the Settlement.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendants, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:

Judge, Second Judicial District
New Mexico

EXHIBIT E
(FINAL APPROVAL ORDER)

**STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT**

DAVID ANDREONI, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

Case No. D-202-CV-2022-05463

**RADIOLOGY ASSOCIATES OF
ALBUQUERQUE, P.A., d/b/a RAA
IMAGING, ADVANCED IMAGING,
LLC d/b/a HIGH RESOLUTION,**

Defendants.

FINAL APPROVAL ORDER

Plaintiff, David Andreoni, and Defendants, Radiology Associates of Albuquerque, P.A. d/b/a RAA Imaging; and Advanced Imaging, LLC d/b/a High Resolution d/b/a Gifted Healthcare, have entered into a proposed Class Action Settlement Agreement (the "Settlement"). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiff has moved the Court to grant final approval to the Settlement under New Mexico Rules of Civil Procedure for the District Courts 1-023(E). Defendants do not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendants in the above-captioned case (the “Parties”).

3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All individuals whose Personal Information was compromised as a result of the Data Incident.²

4. Specifically, the Court finds that the requirements of Rule 23(a) and 23(b)(3) are met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

² “Data Incident” means the incident from approximately July 22, 2021 to August 3, 2021, and from December 22, 2020, to July 15, 2021, during which an unauthorized third party gained access to Defendants’ data systems, resulting in unauthorized access to the Plaintiff’s and Class Members’ personally identifying information and other sensitive, non-public financial information (collectively, “Personal Information”).

5. The Court therefore certifies the Settlement Class, appoints Plaintiff as the Class Representative, and appoints Osteen & Harrison, PLC; Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Turke & Strauss, LLP as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rule 1-023 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(A) the Class Representative and Class Counsel have adequately represented the Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class appears adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval. Specifically, the Court approves the plan for payment of the Net Settlement Fund, including payment of any uncollected funds to the cy pres recipient as set forth in the Settlement.

9. Upon the occurrence of the Effective Date, the Class Representative and the Class Members release and forever discharge Defendants and its insurers, and including but not limited to their current and former officers, directors, employees, attorneys and agents from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or which could have been asserted in the Lawsuit relating to the Data Incident.

10. Upon the occurrence of the Effective Date, Defendants release all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Judge, Second Judicial District
New Mexico