

NOTICE OF CLASS ACTION SETTLEMENT

DISTRICT COURT, 44TH JUDICIAL DISTRICT, DALLAS COUNTY, TEXAS

Efstathios Maroulis, Bruce Day, and Ruby Moran, individually and on behalf of all others similarly situated v. Cooper Clinic, P.A., Cooper Medical Imaging, LLP, and Cooper Aerobics Enterprises, Inc.,
Cause No. DC-24-00843

IF COOPER CLINIC, P.A., COOPER MEDICAL IMAGING, LLP, AND/OR COOPER AEROBICS ENTERPRISES, INC. NOTIFIED YOU OF A DATA INCIDENT, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

This is a court-authorized Notice of the class action settlement.

WHAT IS THIS NOTICE?

This is a court-authorized Notice as a settlement has been proposed (the “Agreement” or “Settlement Agreement”) with Cooper Clinic, P.A., Cooper Medical Imaging, LLP and Cooper Aerobics Enterprises, Inc. (collectively, “Cooper”) in a class action lawsuit about a data breach impacting Cooper (the “Data Incident”). This Notice summarizes the proposed Agreement. If you are a Settlement Class Member, there may be benefits available to you from the proposed Settlement Agreement. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

On or about February 3, 2023, unauthorized cybercriminals gained access to Cooper’s computer systems and accessed Representative Plaintiffs’ and Settlement Class Members’ personal information. Specifically, Representative Plaintiffs allege that the categories of information potentially compromised in the Data Incident include, but are not limited to: names, addresses, dates of birth, and other contact information (collectively, the “Private Information”). Cooper discovered this intrusion on February 3, 2023 and represents that it took steps to secure its systems. On or around January 5, 2024, Cooper sent notice of the Data Incident to 117,925 individuals. The Litigation alleges that Cooper failed to adequately protect the personal information of the potentially affected individuals. Cooper contests these claims and denies any wrongdoing.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “representative plaintiff” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “settlement class” or “settlement class members.” When a class action is settled, the settlement agreement, which must be approved by the court, resolves the issues for all settlement class members, except for those who opt out from the agreement.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Settling Parties reached an Agreement that resolves all claims by the Settlement Class related to the Data Incident. If approved by the Court, the Settlement Agreement requires Cooper to provide certain compensation to Settlement Class Members who submit Valid Claims. The Agreement is not an admission of wrongdoing by Cooper and does not imply that there has been, or would be, any finding that Cooper violated the law.

WHO IS IN THE SETTLEMENT CLASS?

You are a Settlement Class Member if you are a resident on the U.S. and were sent notice that your personal information was accessed, stolen, or compromised because of the Data Incident. The Settlement Class specifically excludes: (i) Cooper and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

WHAT DOES THE SETTLEMENT AGREEMENT PROVIDE?

The Agreement provides payments and other benefits to people who submit Valid Claims for time spent and certain documented ordinary and extraordinary unreimbursed losses. It also provides for alternative cash payment and additional credit monitoring services. More specifically, the settlement relief includes:

I. Compensation for Ordinary Unreimbursed Losses: Settlement Class Members who suffered Ordinary Unreimbursed Losses fairly traceable to the Data Incident, and timely submit a Claim Form supported by reasonable third-party documentation evidencing the unreimbursed losses, will be eligible for a payment of up to one thousand and five hundred dollars (\$1,500.00), but not more than the documented loss proven.

Ordinary unreimbursed losses include (i) out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) fees for credit reports, credit monitoring, or other identity theft insurance product.

II. Compensation for Extraordinary Unreimbursed Losses: Settlement Class Members who suffered Extraordinary Unreimbursed Losses more likely than not caused by the Data Incident, and who timely submit a Claim Form supported by reasonable documentation of their Claim, will be eligible for payment of up to five thousand dollars (\$5,000.00), but not more than the documented loss proven. For each claim of an extraordinary unreimbursed loss, the Settlement Class Member must show the following:

- The loss is an actual and unreimbursed monetary loss, supported by third-party documentation;
- The loss results from actual identity theft, fraud or similar criminal victimization;
- The loss was more likely than not caused by the data security incident;
- The loss is not already covered by one or more of the other/normal reimbursement categories (i.e., ordinary unreimbursed losses or time spent); and,
- The Settlement Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

- III. Time Spent: Settlement Class Members may claim compensation for time spent dealing with the Data Incident, at a rate of \$25.00 per hour for up to four (4) hours (*i.e.*, not to exceed \$100.00 per person), upon submission of a statement, attested by the Settlement Class Member as to how the time was spent, demonstrating that it was related to the Data Incident.
- IV. Alternative Cash Payment: In lieu of submitting a claim for Ordinary Unreimbursed Losses, Time Spent, and Extraordinary Unreimbursed Losses, Settlement Class Members may file a claim for an alternative cash payment in the amount of \$50.00. Settlement Class Members do not need to submit any supporting documentation or attestations to receive this alternative cash payment.
- V. Credit Monitoring: Two years of credit monitoring and identity protection services from three credit bureaus, which includes: (i) Report and Score, (ii) Dark Web Monitoring, (iii) Identity Protection Services, (iv) Identity Resolution Services, and (v) \$1,000,000.00 in Identity Theft Insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

Additionally, the Proposed Settlement Class Counsel who brought this Litigation (listed below) will ask the Court to award them attorneys' fees in an amount not to exceed 30% of the Settlement Fund or \$390,000.00, for their effort expended in investigating the facts, litigating the case, and negotiating the Settlement, and costs and expenses up to \$15,000.00. The Representative Plaintiffs may seek a service award payment of up to \$2,500.00 each, if and as permitted by the law, for their time, effort, and service in this matter in recognition for their contributions to this Litigation.

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

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT AGREEMENT?

Unless you opt out from this Settlement Agreement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Cooper and any other Released Entities (as defined in the Settlement Agreement), relating to the Data Incident. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally opt out from this Settlement Agreement, you will release your claims. Each releasor is given the opportunity to read and review the following provision of California Civil Code Section 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

Your release shall apply according to their terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542 identified above. If you have any questions, you can talk for free to the Proposed Settlement Class Counsel identified below, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement Agreement

To accept the Settlement Agreement, you may submit a Claim Form postmarked by **June 20, 2025**. You can find an electronic Claim Form at www.CooperDataSettlement.com, and you may submit that electronic Claim Form online at the same website. You may also find and print a paper Claim Form on the Settlement Website, or you may call the Settlement Administrator and have a paper Claim Form mailed to you. You can submit paper Claim Forms to the Settlement Administrator via U.S. Mail at *Maroulis v. Cooper Clinic* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134. If the Agreement is approved by the Court and your claim is deemed valid pursuant to the terms of the Settlement Agreement, a payment will be sent to you. **Submitting a valid and timely Claim Form, with any required supporting documentation, is the only way to receive monetary compensation or credit monitoring from this Settlement Agreement.**

(2) Opt Out

You may opt out from the Settlement Agreement. If you do so, you will not receive any benefits, but you will not release any claims you may have against Cooper and the Released Entities (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit at your own risk and expense. To opt out from the Agreement, you must mail a signed letter to the Settlement Administrator at *Maroulis v. Cooper Clinic* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134 postmarked by **May 20, 2025**. The letter must clearly manifest your intent to opt out of the Settlement Class and must include the name and case number of this Litigation, as well as your full name, address, telephone number, and signature, and a statement that you wish to opt out.

(3) Object to the Settlement Agreement

If you wish to object to the Settlement Agreement, written notice of an objection in the appropriate form must be mailed postmarked no later than **May 20, 2025** to the Settlement Administrator at *Maroulis v. Cooper Clinic* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134, as well as to Proposed Settlement Class Counsel, William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120, and Defendant's Counsel, Christopher G. Dean, McDonald Hopkins LLC, 600 Superior Ave. E., Suite 2100, Cleveland, OH 44114. You may also file your objection with the Court, with service on Proposed Settlement Class Counsel and Defendant's Counsel postmarked no later than **May 20, 2025**. Any objection to the proposed Settlement Agreement must include: (i) the objector's full name and address; (ii) the case name and docket number—*Maroulis, et al. v. Cooper Clinic, P.A., et al.*, Cause No. DC-24-00843 (44th J. Dist., Texas Cnty., TX); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable and any supporting documents; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement whether you and/or your counsel will appear at the Final Approval Hearing, and (vi) your signature or the signature of the duly-authorized attorney or other duly-authorized representative (if any) representing you in connection with the objection.

(4) Do Nothing

If you do nothing, you will receive no benefits from the Settlement Agreement, but you will be bound by all Court orders and judgments. Unless you opt out from the Settlement Agreement, you will not be able to file or continue a lawsuit against Cooper and/or the Released Entities regarding any of the Released Claims. **Submitting a valid and timely Claim Form is the only way to receive benefits from this Settlement Agreement.**

IF I'M ELIGIBLE FOR EXPENSE OR LOSS REIMBURSEMENT, WHEN WILL I BE PAID?

The Settling Parties cannot predict exactly when (or whether) the Court will give Final Approval to the Settlement Agreement, so please be patient. However, if the Court gives Final Approval to the Settlement Agreement, eligible Settlement Class Members will be paid as soon as possible after the Court order becomes Final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.CooperDataSettlement.com, or you can call the Settlement Administrator at 1-833-846-6543 or contact Proposed Settlement Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the Agreement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement Agreement, and to determine the fairness, adequacy, and reasonableness of the Settlement Agreement. The Court will hold the Final Approval Hearing, in person or by remote videoconference means (*e.g.*, by Zoom), on June 20, 2025 at 10:00 a.m.

If the Settlement Agreement is given Final Approval, the Court will not make any determination as to the merits of the claims against Cooper or its defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement Agreement in order to achieve an early and certain resolution to the Litigation in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement Agreement, if it approves the Settlement Agreement and the approval is reversed on appeal, or if the Settlement Agreement does not become Final for some other reason, the Settlement Class Members will receive no benefits from the Settlement Agreement. Representative Plaintiffs, Cooper, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Representative Plaintiffs and Cooper will continue to litigate the lawsuit. If the Settlement Agreement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, or indeed anything at all.

WHO REPRESENTS THE CLASS?

The attorneys that negotiated the Settlement Agreement on behalf of the Settlement Class are the Proposed Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

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WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this Litigation. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.CooperDataSettlement.com. If you have any questions, you can also call the Settlement Administrator at 1-833-846-6543 or Proposed Settlement Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.