SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ,** individually and on behalf of all others similarly situated, Plaintiffs, v. **ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,** Defendant.	Index No.: 529489/2024 **NOTICE OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 24, 2026, at 10:00 a.m. or as soon thereafter as counsel may be heard, Plaintiffs in this Action will move this Court, located at 360 Adams Street, Brooklyn, New York 11201, for consideration of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement.

This motion is made pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901-904, and 908 and is based on: (1) this motion; (2) Plaintiffs' Memorandum in Support of their Motion for Final Approval of Class Action Settlement; (3) the Settlement Agreement, attached as Exhibit 1 to Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [NYSCEF No. 34]; (4) the Joint Declaration of Class Counsel, attached as ***Exhibit A*** to the Memorandum; (5) the Declaration of the Settlement Administrator, attached as ***Exhibit B*** to the Memorandum; (6) the records, pleadings, and papers filed in this action; and (7) upon such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this motion.

A proposed order Final Approval Order is attached to the Memorandum as ***Exhibit C***.

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August, 2026, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's electronic filing system for electronic service on all counsel of record.

Dated: August 31, 2026

Respectfully submitted,

By: */s/ Sonal Jain*

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ,** individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,

Defendant.

Index No.: 529489/2024

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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Plaintiffs[1] submit this Memorandum of Law in Support of their Unopposed Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

On April 28, 2026, the Court preliminarily approved a Class Action Settlement between Plaintiffs and Defendant for claims arising out of the Data Security Incident. The Settlement provides for Settlement Class Members can submit a Claim Form for (i) reimbursement of Ordinary Out-of-Pocket Losses up to $750.00; (ii) reimbursement of Extraordinary Out-of-Pocket Losses up to $3,500.00; or (iii) Cash Payment in the amount of $50.00 subject to an aggregate cap of $325,000.00. In addition to a Settlement Payment, Settlement Class Members can also submit a Claim Form for two years of single-bureau Credit Monitoring. Class Counsel zealously prosecuted Plaintiffs' claims and achieved this favorable result only after extensive investigation, negotiations, private mediation, and months of work finalizing the Settlement Agreement and associated exhibits. Since the Court granted Preliminary Approval, Notice was disseminated to the Settlement Class to allow Settlement Class Members to consent to or reject the Settlement. Settlement Class Members have to date responded with a resounding approval of the Settlement.

II. CASE SUMMARY

This class action brought by Plaintiffs and on behalf of all others similarly situated involves a Data Security Incident allegedly affecting the computer networks of Advanced Recovery. Between June 27, 2023, and July 28, 2023, an unauthorized third-party accessed Defendant's systems and network in the Data Security Incident. Defendant determined that the Private Information of approximately 67,000 individuals was compromised, accessed, and/or exfiltrated

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. NYSCEF No. 34.

by an unauthorized party during the Data Security Incident. The impacted Private Information allegedly included, but was not limited to, full names, patient numbers, dates of birth, Social Security numbers, financial account information and/or payment card information, driver's license number or state identification numbers, medical information, usernames and passwords, and health insurance information. Compl. ¶¶ 1, 3. After Defendant sent notice to the affected individuals (including Plaintiffs) on or about October 18, 2024, Plaintiffs brought class action suits against Defendant, which were consolidated into the above-captioned action. *Id.*

After Defendant sent notice of the Data Security Incident, Plaintiffs each filed suit in this Court against Defendant concerning the Data Security Incident: *Edri v. Advanced Recovery Equip. & Supplies, LLC*, No. 529489/2024 (NY Sup. Ct.), *De Santiago v. Advanced Recovery Equip. & Supplies, LLC*, No. 529492/2024 (NY Sup. Ct.), and *Laurentz v. Advanced Recovery Equip. & Supplies, LLC*, No. 529730/2024 (NY Sup. Ct.) (the "Related Actions"). The Related Actions were then consolidated into Index No. 529489/2024, and Plaintiffs filed their Consolidated Class Action Complaint ("CAC") on June 16, 2025. The CAC in this litigation asserts claims for (i) negligence, (ii) negligence *per se*, (iii) breach of contract, (iv) breach of implied contract, (v) violation of New York General Business Law § 349, (vi) unjust enrichment, (vii) breach of fiduciary duty, (viii) breach of confidence, and (ix) invasion of privacy.

Shortly after the CAC was filed, the Parties began discussing settlement. *See* Joint Declaration of Class Counsel in Support of Class Counsel's Motion for Final Approval of Class Action Settlement, attached hereto as **Exhibit A** ("Joint Dec."), ¶ 5. Prior to negotiating, Defendant provided information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of victims impacted by the Data Security Incident, and the specific type of information breached. *Id.* ¶ 6. After months of arm's-length negotiations, the Parties reached agreement on the material terms of the Settlement. *Id.* ¶¶ 7-8.

Rather than engage in protracted and costly litigation, the Parties engaged in months of arm's-length, good faith negotiations to settle the case. *Id.* ¶ 7. Ultimately, Plaintiffs and Defendant reached a Settlement that provides substantial cash benefits and credit monitoring for Plaintiffs and Settlement Class Members. *See* Settlement Agreement and Release ("S.A."), attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [NYSCEF Doc. No. 33].

If approved, the Settlement provides Settlement Class Members with substantial relief, including, Settlement Class Members can submit a Claim Form for (i) reimbursement of Ordinary Out-of-Pocket Losses up to $750.00; (ii) reimbursement of Extraordinary Out-of-Pocket Losses up to $3.500.00; or (iii) Cash Payment in the amount of $50.00 subject to an aggregate cap of $325,000.00. Settlement Class Members may also submit a Claim Form for two years of single-bureau Credit Monitoring. *Id.* ¶ 52. The Credit Monitoring will include, among other things, $1,000,000.00 in identity theft and fraud insurance. *Id*. Class Counsel strongly believe the settlement is favorable to the Settlement Class. Joint Dec. ¶ 11.

As further discussed below, the Settlement provides significant relief to Settlement Class Members well within the range of judicial approval, includes a comprehensive Notice program, all while eliminating the risk of continued litigation. *Id*. The Court reviewed the Settlement Agreement, proposed Notice program, and all other terms thereto and made a preliminary determination that the Settlement was fair, reasonable, and adequate, and that the Notice program offered the best possible notice and complied with due process requirements. *See* Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [NYSCEF Doc. No. 47].

In accordance with the Court's order, the Settlement Administrator implemented the Notice program, informing the Settlement Class Members of the Settlement, how to submit a claim, how to exclude themselves, and how to object. Declaration of Dana Boub Regarding Notice Administration ("Admin. Dec."), attached hereto as **Exhibit B**, ¶¶ 4-15. Short-Form Notice was provided directly to Settlement Class Members via U.S. Mail. *Id*. ¶¶ 6, 10. The Notice program reached a total of 96% of Settlement Class Members, easily satisfying the due process standard. *Id*. ¶¶ 11, 16. The Notice provided each Settlement Class Member with information regarding how to access the Settlement Website and how to request to exclude from or object to the Settlement. To date, out of 67,967 Settlement Class Members, none have sought to be excluded from the Settlement, and none have objected. *Id*. ¶¶ 12-13. With the approval of the Settlement Class, Plaintiffs now ask the Court to finally approve this Settlement.

III. SUMMARY OF THE SETTLEMENT

A. Settlement Class Definition

The Settlement Class is defined as: "All persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024." S.A. ¶ 47. The Settlement Class specifically excludes: (1) any entity in which Advanced Recovery has a controlling interest, and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Advanced Recovery. *Id.* ¶ 48. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. *Id.* The Settlement Class is comprised of 67,967 individuals. Admin. Dec. ¶ 4.

B. Settlement Benefits

1. Monetary Relief. Settlement Class Members can submit a Claim Form for (a) Reimbursement of Ordinary Out-of-Pocket Losses up to $750.00; (b) Extraordinary Out-of-Pocket Losses of up to $3,500.00; or (c) Cash Payment of $50.00 subject to an aggregate cap of $325,000.00. *Id.* ¶¶ 52(a)–(b).

2. Credit Monitoring and Identity Theft Protection. In addition to a Settlement Payment, Settlement Class Members can also submit a Claim Form for two years of one-bureau credit monitoring. The credit-monitoring product will include, among other things, $1,000,000.00 in identity theft/fraud insurance. *Id.* ¶ 52(c).

3. Release. The relief provided to Settlement Class Members in the Lawsuit is tailored to the claims that have been pleaded or could have been pleaded or that are related in any way to the activities stemming from the Data Security Incident. *See* S.A. ¶ 57. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims related to the Data Security Incident. *Id.* ¶ 58.

C. Notice and Claims Process

Following Preliminary Approval, the Settlement Administrator, RG/2 Claims Administration LLC ("RG/2 Claims") effectuated the Notice Program in accordance with the Parties' S.A. and the Court's Preliminary Approval Order. Admin. Dec. ¶¶ 4-15. The Notice Program consisted of noticing the Settlement Class by Short-Form Notice and sending out Long-Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms, and following the Effective Date, distributing Settlement Class Member Benefits. S.A. ¶ 54.

On or about May 6, 2026, Counsel for Defendant provided RG/2 Claims with the Class List. The final Class List contained 67,967 unique Settlement Class Members. Admin. Dec. ¶ 4.

On May 25, 2026, RG/2 Claims mailed the Short-Form Notice to the 67,967 Settlement Class Members with valid U.S. mailing addresses. *Id*. ¶ 6.

For mailings returned without a forwarding address, RG/2 Claims undertook an extensive address search (i.e., skip trace) using commercially reasonable methods. *Id.* ¶ 10. Using each Settlement Class Member's name and previous address, RG/2 Claims attempted to locate a more current address. *Id*. As a result of these efforts, of 8,062 returned Short-Form Notices, 5,401 were successfully re-mailed to updated addresses or the forwarding addresses. *Id.*

On May 25, 2026, RG/2 Claims published and continues to maintain a dedicated website at www.AdvancedRecoveryDataSettlement.com. *Id*. ¶ 7. The Settlement Website contains a summary of the Settlement, important dates and deadlines, answers to frequently asked questions, information on how to contact the Settlement Administrator, and downloadable versions of the Settlement documents, Long-Form Notice, Short-Form Notice, and Claim Form. *Id*.

A Settlement-specific toll-free telephone number was included in the Notice and on the Settlement Website. *Id*. ¶ 8. The toll-free telephone number included in the notice and on the website is 1-(866) 742-4955. *Id*. In addition, RG/2 Claims made available P.O. Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, requests for exclusion and objections. *Id.* ¶ 9.

Overall, the Notice Program was effective and satisfied the requirements of due process to the Settlement Class as is required by the U.S. Constitution. *See id*. ¶¶ 11, 17. The Notice Program achieved an overall direct mail reach of approximately 96% of the Settlement Class. *Id*. ¶ 11. The efforts undertaken in the Notice Program are consistent with best-practicable, Court-approved notice programs in similar matters, and included methods reasonably calculated to reach the remaining Class Members in the manner most practicable under the circumstances. *Id*. ¶ 17.

D. Claim Submission Process

To receive a benefits for Out-of-Pocket Losses, Settlement Class Members are required to accurately and timely submit Claims through the Court-approved Claim Form by the Claim Form Deadline, which was August 24, 2026. *See id.* ¶ 15. As of August 30, 2026, RG/2 Claims had received 1,092 Claim Form submissions. *Id*. The Settlement Administrator will review all Claim Forms to determine their validity, eligibility, and the type and amount of Settlement Class Member Benefits to which the Settlement Class Member may be entitled. The Settlement Administrator shall distribute cash payments no later than 45 days of the Claims Finalization Date. S.A. ¶ 54(m).

E. Opt-Outs and Objections - The deadline to opt-out or object was July 24, 2026. Admin. Dec. ¶¶ 12-13. To date, there have been zero objections and no requests for opt-out. *Id*.

IV. LEGAL AUTHORITY

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

New York courts strongly favor settlements as a matter of public policy. *IDT Corp. v. Tyco Grp., S.A.R.L.*, 13 N.Y.3d 209, 213 (2009) ("[s]tipulations of settlement are judicially favored and may not be lightly set aside."). Strong policy considerations favor settlements because "[a] negotiated compromise of a dispute avoids potentially costly, time-consuming litigation and preserves scarce judicial resources; courts could not function if every dispute devolved into a lawsuit." *Denburg v. Parker Chapin Flattau & Klimpl*, 82 N.Y.2d 375, 383 (1993); *see also Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (courts should be "mindful of the 'strong judicial policy in favor of settlements'"). When considering whether to finally approve a class action settlement, New York courts focus their inquiry on "the fairness of the settlement, its adequacy, its reasonableness, and the best interests of the class members." *Hosue v. Calypso St. Barth, Inc.*, No. 160400/2015, 2017 WL 4011213, at *2 (Sup. Ct., N.Y. Cnty. Sept.

12, 2017).

Specifically, New York courts consider the following factors: (i) the likelihood that plaintiff will succeed on the merits; (ii) the extent of support from the parties; (iii) the judgment of counsel; (iv) the presence of good faith bargaining; and (v) the complexity and nature of the issues of law and fact. *See Fernandez v. Legends Hosp., LLC*, No. 152208/2014, 2015 WL 3932897, at *2 (Sup. Ct., N.Y. Cnty. June 22, 2015). In addition, courts have noted that finding "adequacy" involves "balancing the value of that settlement against the present value of the anticipated recovery following a trial on the merits, discounted for the inherent risks of litigation," *Klein v. Robert's Am. Gourmet Food, Inc.*, 28 A.D.3d 63, 73 (2d Dept. 2006), and whether the settlement was "reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery." *Fiala v. Metro. Life Ins. Co., Inc.*, 899 N.Y.S.2d 531, 538 (Sup. Ct., N.Y. Cnty. 2010).

As discussed herein, these factors, outlined in *In re Colt Indus. S'holder Litig.*, 155 A.D.2d 154 (1st Dept. 1990), commonly referred to as the "*Colt* factors," all strongly favor approval in the instant matter.

1. The Likelihood of Success

"The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement. This factor is sometimes referred to as the likelihood of success." *W. Va. v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 740 (1970). The judge should "reach 'an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated' and . . . 'form an educated estimate of the complexity, expense, and likely duration of such litigation, . . . and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise.'" *Id.* at 740–41 (quoting *Protective Comm. for Ind. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-25 (1968)). This factor has been described as the "'risk and cost of further litigation'" factor. *Id.* at 741 (quoting *Neuwirth v. Allen*, 338 F.2d 2, 3 (2d Cir. 1964)).

Here, Class Counsel negotiated substantial benefits for the Settlement Class Members. All Settlement Class Members are eligible to receive both monetary compensation and credit monitoring services. S.A. ¶ 52. This is in addition to Defendant's data security enhancements. *Id.* ¶ 55. These are immediate and significant benefits to the Settlement Class that demonstrate the adequacy and reasonableness of the Settlement. *See generally Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 559 (N.D. Ga. 2007) (settlement fair, reasonable, and adequate, and preliminary approval warranted where there was an immediate and substantial benefit to the class).

While Plaintiffs believe strongly in the merits of their case, they also understand that Defendant would assert a number of potentially case-dispositive defenses. Joint Dec. ¶ 28. Due at least in part to the cutting-edge nature and the rapidly evolving state of the law in this area, cybersecurity cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Fed. R. Civ. P. 12(b)(6) or Fed. R. Civ. P. 56 stage). To the extent the law has gradually accepted this relatively new type of litigation, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages, as set forth below. As one federal district court recently observed in finally approving a settlement with similar class relief: "Data breach litigation is evolving; there is no guarantee of the ultimate result." *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (citing *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019)). For now, cybersecurity incident cases are among the riskiest and uncertain of all class action litigation, making settlement the more prudent course when a reasonable one can be reached.

Given the inherent risks of proceeding to the trial stage, the Settlement reached between the Parties is the more prudent course of action and should be finally approved by the Court. Joint Dec. ¶¶ 28–30. Because damages may be difficult to prove at the class action certification stage of litigation, settlement of this action will result in the best outcome for Plaintiffs and Settlement Class Members. *Id.* ¶ 30.

Moreover, while Plaintiffs feel confident that they can prove the C.P.L.R. 901 and 902 requirements for certifying a class in this case, they also appreciate that there are always inherent risks associated with maintaining a class action, especially in a cybersecurity incident case, which is among the riskiest and most indefinite of all class action litigation. *Id.* ¶ 29. As noted above, while there are data breach cases that have been certified (*see, e.g.*, *In re Marriott, Equifax, Brinker supra*), the cases in which classes have been certified, even on a preliminary basis, are not numerous.

The risk of obtaining and maintaining class status throughout trial also weighs in favor of final approval. Continued litigation would require more discovery, depositions, expert reports, motion practice, and possible appeals, which would demand lengthy delays and the possibility of no recovery at all. *Id.* ¶ 29. "Regardless of the risk, litigation is always expensive, and both sides would bear those costs if the litigation continued." *Paz v. AG Adriano Goldschmeid, Inc.*, No. 14CV1372DMS(DHB), 2016 WL 4427439, at *5 (S.D. Cal. Feb. 29, 2016). Settlement eliminates the risk, expense, and delay inherent in this process, and the risk that Settlement Class Members may receive no recovery whatsoever. *See generally Fleisher v. Phoenix Life Ins. Co.*, Nos. 1-cv-8405 (CM), 14-cv-8714 (CM), 2015 WL 10847814, at *10 (S.D.N.Y. Sept. 9, 2010).

The Settlement provides Settlement Class Members with finality and timely relief (which is tailored to address the specific harms caused by the Incident). The Settlement serves the interests of the Settlement Class Members because the Settlement provides timely and tailored relief today—as opposed to the mere potential of relief at some later date. Joint Dec. ¶ 25. Indeed, the proposed Settlement is more than a favorable result for Settlement Class Members, given all of the inherent risks of cybersecurity incident litigation, especially when considering there is a possibility of no relief at all. Accordingly, the first *Colt* factor is readily satisfied.

2. The Extent of Support from the Parties and the Presence of Good Faith Bargaining

As discussed above, the Settlement has received strong support from the Settlement Class, with to date no opt outs and no objections, Admin. Dec. ¶¶ 11-12, indicative of the Settlement Class's approval of the Settlement. *See, e.g.*, *Pressner v. MortgageIT Holdings, Inc.*, No. 602472/2006, 2007 WL 1794935, at *2 (Sup. Ct., N.Y. Cnty. May 29, 2007) (approving settlement where there was no objection to the proposed settlement). Accordingly, this factor is satisfied.

3. The Judgment of Counsel

This Settlement will provide meaningful monetary and nonmonetary relief to Settlement Class Members. Plaintiffs and proposed Class Counsel strongly endorse this Settlement as fair, reasonable, and adequate, particularly given the risks, costs, and uncertainties of continued litigation. Joint Dec. ¶¶ 10–11. The Settlement also has the support of Defendant's counsel, who have significant experience in class action and other complex litigation—including cybersecurity incident litigation. *See Hibbs v. Marvel Enters*., 19 A.D.3d 232, 233 (2005) (finding "experienced counsel on both sides endorsed the settlement"); *Saska v. Metro. Museum of Art*, 54 N.Y.S.3d 566, 570 (Sup. Ct., N.Y. Cnty. 2017) (finding the settlement was negotiated "between two . . . firms with excellent reputations"). Accordingly, this *Colt* factor is met.

4. The Presence of Bargaining in Good Faith Between the Parties

"Negotiations are presumed to have been conducted at arm's length and in good faith where there is no evidence to the contrary." *Gordon v. Verizon Comms., Inc.*, 148 A.D. 3d 146, 157 (1st Dep't 2017) (citing *In re Advanced Battery Techs., Inc. Secs. Litig.*, 298 F.R.D. 171, 179 (S.D.N.Y. 2014) ("[A] strong initial presumption or fairness attaches to the proposed settlement if, as here, the settlement is reached by experienced counsel after arm's-length negotiations.").

Here, there being no evidence to the contrary, good faith bargaining between the Parties is presumed, and this factor weighs heavily in favor of approval of the settlement. *See id.* Indeed, the Parties reached this Settlement after protracted, arms-length negotiations. Joint Dec. ¶ 7. Defendant supplied information to Plaintiffs, which included information about the nature and cause of the Data Security Incident, the number and geographic location of victims impacted, and the specific type of information breached. *Id*. ¶ 6. The Parties reached an agreement on the material terms of a class wide settlement. The Parties then interviewed prospective settlement administrators, negotiated the notice program and claims process, drafted the Settlement Agreement, Notices, Claim Form, and the proposed Preliminary Approval Order. *Id*. ¶ 8. Accordingly, the Settlement was reached through good-faith negotiations between the Parties, is absent of any collusion, and is fair, reasonable, and adequate. *See Joel A.*, 218 F.3d at 144 ("[A] settlement agreement achieved through good-faith, non-collusive negotiation does not have to be perfect, just reasonable, adequate, and fair."). Accordingly, this *Colt* factor is also satisfied.

5. The Nature and Issues of Law and Fact

Finally, courts look to the complexity and nature of the case (which is closely related to Plaintiffs' likelihood of success). *See Saska v. Metro. Museum of Art*, 54 N.Y.S.3d at 570 (evaluating the first and fifth Colt factors together in granting final approval); *City Trading Fund v. Nye*, 72 N.Y.S.3d 371, 393 (Sup. Ct., N.Y. Cnty. 2018) (same).

The nature and issues of fact in this case primarily stem from one singular event—the Data Security Incident. Plaintiffs allege that: Defendant collected the Private Information of Plaintiffs and Settlement Class Members in the ordinary course of business; Defendant owed Plaintiffs and Settlement Class Members legal and equitable duties to protect their Private Information from unauthorized disclosure; Plaintiffs and Settlement Class Members relied on Defendant to do so; Defendant breached those duties; and Defendant's conduct resulted in injuries to Plaintiffs and the Settlement Class Members. *See* Consolidated Class Action Complaint [NYSCEF Doc. No. 26].

While Plaintiffs are confident in the strength of their claims and, in particular, proving the issues of law and fact in their case, Plaintiffs also recognize the various defenses available to Defendant, as well as the attendant risks of continued litigation. Joint Dec. ¶ 28. Defendant has consistently denied the allegations raised by Plaintiffs and will likely assert numerous defenses should this case proceed to trial. *Id.* It is obvious that Plaintiffs' success at the class certification stage, proving damages, and through trial, and then any possible appeals, is far from certain.

Through the Settlement, Plaintiffs and Settlement Class Members gain real, significant benefits now without having to face further risk of not receiving any relief whatsoever. If the Settlement between the Parties is approved, it is of importance that the substantial recovery is immediately available to class members, instead of at some "distant time in the future." *Pfizer Co., Inc.*, 324 F. Supp. at 473 (finding that there were a number of doubtful questions of law and fact) (quotation omitted), *cert. denied*, 330 U.S. 819 (1947). The proposed Settlement is eminently reasonable, especially considering that it avoids the potential contingencies of continued litigation. Given the uncertainties in success on the merits—and the chances of no relief at all—settlement is the most sensible course of action. Accordingly, this *Colt* factor is satisfied.

B. The Settlement Class Should be Certified

For settlement purposes only, Plaintiffs seek certification of the Settlement Class. The

Court preliminarily certified the Settlement Class in its Preliminary Approval Order, and nothing has changed since it did so. As all required elements of C.P.L.R. § 901 and 902 are satisfied here, the court should confirm its prior ruling and finally certify the Settlement Class for approval. For the sake of brevity, a thorough analysis regarding class certification for settlement purposes is contained in Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [NYSCEF Doc. No. 33].

C. Notice of the Settlement Satisfies Due Process.

C.P.L.R. § 904 requires that reasonable notice of the commencement of a class action and shall be given to the class in such a manner as the Court directs. As discussed in greater detail above, the Notice program was carried out in the manner approved by the Court in the Preliminary Approval Order. *See generally* Admin. Dec. Notice was successfully disseminated to the Settlement Class and the response was overwhelmingly positive. For the reasons contemplated by the Court in issuing the Preliminary Approval Order and taking into account the success of the Notice program discussed above, the Court should find that Notice was proper and effective.

IV. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant relief. The Settlement Agreement was reached only after extensive arm's-length negotiations, and an assessment of the *Colt* factors, C.P.L.R. § 901, and 902 weigh in favor of Final Approval. For the reasons discussed above, and for those described in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, Plaintiffs respectfully request the Court enter the proposed Final Approval Order filed herewith, finally certify the Settlement Class, and appoint Class Counsel and Plaintiffs as representatives for the Class.

Dated: August 31, 2026

Respectfully submitted,

By: */s/ Sonal Jain*

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CERTIFICATION PURSUANT TO 22 NYCRR § 202.8-b

I, **Sonal Jain**, an attorney duly admitted to practice law before the courts of the State of New York, hereby certify that this Memorandum of Law complies with the word count limit set forth in 22 NYCRR § 202.8-b of the Uniform Rules for the Supreme Court and the County Court because it contains 4,350 words excluding the caption, table of contents, table of authorities, signature block, and this certification. In preparing this certification, I relied on the word-count function of the word-processing system used to prepare the document.

Dated: August 31, 2026

/s/ Sonal Jain
Sonal Jain, NY Bar No. 5855275

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ,** individually and on behalf of all others similarly situated, Plaintiffs, v. **ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,** Defendant.	Index No.: 529489/2024 **JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

We, Tyler J. Bean of Siri & Glimstad LLP, Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and A. Brooke Murphy of Murphy Law Firm, pursuant to CPLR § 2106, hereby declare as follows:

1. We are attorneys at the firms appointed by the Court as Class Counsel[1] to act on behalf of the Settlement Class Members identified in the Settlement Agreement, and we submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"). Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This case arises from a Data Security Incident whereby unauthorized access to Defendant's data environment occurred approximately between June 27, 2023, and July 28, 2023.

3. On October 31, 2024, Plaintiff Caroline Edri filed this case against Defendant. After several individuals filed their own lawsuits bringing claims against Defendant, counsel for these

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. NYSCEF No. 34.

respective Plaintiffs discussed collaborating with each other, and ultimately decided to pursue their clients' claims collectively in this Court.

4. On December 13, 2024, Plaintiffs filed a motion seeking consolidation and the appointment of class leadership. On May 21, 2025, the Court consolidated the cases into this case, and appointed Class Counsel's firms as Interim Co-Lead Class Counsel. On June 16, 2025, Plaintiffs filed the Consolidated Class Action Complaint in the Litigation.

5. Shortly thereafter, in an effort to conserve resources, the Parties began discussing settlement.

6. The Parties informally discussed the case and discovery, and Defendant provided information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of victims impacted, and the specific type of information breached.

7. Arm's-length negotiations took place over several months, in which Class Counsel zealously advocated for the Plaintiffs and Settlement Class. At all times, the arm's-length negotiations were hard-fought, and Class Counsel leveraged their collective knowledge and resources to ensure that any resolution would be a favorable outcome for Plaintiffs and the Settlement Class.

8. The Parties reached an agreement on the material terms of a class wide settlement. The Parties then interviewed prospective settlement administrators, negotiated the notice program and claims process, drafted the Settlement Agreement, Notices, Claim Form, and the proposed Preliminary Approval Order. The Parties signed the Settlement Agreement on January 30, 2026.

9. Plaintiffs then filed an Unopposed Motion for Preliminary Approval of Class Action Settlement on January 30, 2026, which the Court granted on April 28, 2026.

10. Having worked on behalf of the class since the Data Security Incident was first announced, evaluated the legal and factual disputes, and dedicated significant time and resources to this litigation, Class Counsel fully endorse the settlement.

11. It is Class Counsel's opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation. If not for this settlement, this case would take years to litigate with briefing and arguing of dispositive motions; engaging in lengthy discovery; participating in potentially multiple mediation sessions; consulting with experts; preparing for and taking depositions; and months of preparing for trial. This view is informed by Class Counsel's decades of work litigating complex actions, including data breach class actions. the Settlement provides significant relief to Settlement Class Members well within the range of judicial approval, includes a comprehensive notice program, all while eliminating the risk of continued litigation.

12. The Settlement provides timely and tailored relief and should be approved as fair, reasonable, and adequate.

13. The Notices are designed to clearly inform Settlement Class Members of the material terms of the Settlement, the available benefits, and the steps required to submit a valid Claim. Critically, the Parties wrote the Notices in plain English so that Settlement Class Members can readily understand the terms of the Settlement. Therein, the Notices explained the material terms of the Settlement, the benefits available to Settlement Class Members, and how Settlement Class Members can submit claims. The Notice explained when the Court will hold a Final Approval hearing—so that Settlement Class Members can attend (and object) if they choose to do so. RG/2 Claims Administration, LLC, the Court-appointed Settlement Administrator, is a well-respected and reputable third-party administrator that has significant experience with data breach

settlements.

14. The proposed Settlement Class consists of approximately 67,000 individuals, which is more than sufficient to meet the numerosity requirement.

15. All Settlement Class Members were affected by the same Data Security Incident, involving the same data sets, and in order to prove liability, Plaintiffs would argue that these same facts apply to every class member. Plaintiffs and Class Members share the same claims arising from the same event— the Data Security Incident. The common issues include whether Defendant owed Plaintiffs a duty to protect their data under tort, contract, or statutory principles, and whether Plaintiffs and the class could establish their standing to sue under those principles.

16. Each Settlement Class Members' claims and legal arguments arise out of the same series of events, the Data Security Incident. Indeed, because the Settlement Class Members were impacted by the same Data Security Incident, Settlement Class Members were all subjected to the same alleged wrongdoing, which was uniform to the entire Settlement Class. Accordingly, typicality is readily satisfied.

17. Plaintiffs and the proposed Class Counsel are adequate. The Class Representatives' claims are co-extensive with those of the Settlement Class. They share a common interest with the Settlement Class in establishing liability and securing the maximum possible recovery. The Class Representatives have taken their obligations to the Settlement Class seriously by engaging in the prosecution of this Litigation, consistently conferring with Class Counsel at every stage of Litigation, reviewing the various pleadings, and consulting with Class Counsel regarding the propriety of the Settlement.

18. There are no conflicts between Plaintiffs, their counsel, and the class.

19. Plaintiffs and the proposed Class Counsel have committed the resources needed to

take the case to Settlement.

20. The proposed Class Counsel are also adequate. To pursue this action, proposed Class Counsel investigated, prepared, and reviewed pleadings, and evaluated the strengths and weaknesses impacting their case. The Settlement is not contingent on approval of the requests for attorneys' fees and costs or any Service Award. Class Counsel's background shows that we have litigated data breach cases for consumers across the country which establishes that Class Counsel possess the qualifications and experience needed to prosecute the action on the behalf of the Settlement Class.

21. Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. Class Counsel have significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country.

22. This experience proved beneficial to Plaintiffs and the Settlement Class during Settlement negotiations.

23. As demonstrated above, Class Counsel have devoted substantial time and resources to vigorously prosecute this Action and will continue to do so. Specifically, we have evaluated the claims; prepared comprehensive pleadings; consulted with data security experts; propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Incident, the number and geographic location of victims impacted by the Incident, and the specific type of information breached; and participated in the mediation that ultimately resulted in this Settlement.

24. Simply put, it would be impracticable for all 67,000 Settlement Class Members to

file their own individual suits in this Court. Moreover, the losses suffered per Settlement Class Member are likely too small to justify individualized litigation.

25. The Settlement provides Settlement Class Members with finality and timely relief (which is tailored to address the specific harms caused by the Incident). The Settlement serves the interests of the Settlement Class Members because the Settlement provides timely and tailored relief today—as opposed to the mere potential of relief at some later date. The Settlement provides for practicable and efficient resolution of the claims arising from the Data Security Incident.

26. The proposed Class Counsel are unaware of any other pending actions arising from the Incident. Concentrating the litigation in this Court is "desirable" because the Court has jurisdiction and is the proper venue to settle the claims arising from the Incident. This case does not present any "manageability" issues because the Parties already agreed upon a class-wide Settlement (i.e., protracted complex litigation is unnecessary).

27. Class Counsel is of the opinion that the Court should certify the Settlement Class for settlement purposes because the Settlement satisfies the requirements of C.P.L.R. §§ 901 and 902. The Settlement is well "within the range of possible approval" and should be finally approved.

28. While Plaintiffs are confident in the strength of their claims and, in particular, proving the issues of law and fact in their case, Plaintiffs also recognize the various defenses available to Defendant, as well as the attendant risks of continued litigation as Defendant has consistently denied the allegations raised by Plaintiffs and will likely assert numerous defenses should this case proceed to trial.

29. Plaintiffs achieved what they set out to accomplish. While Plaintiffs believe they would have prevailed on the merits, there is nothing to suggest a trial would have improved the

Settlement's results given the risks of proceeding to the trial stage, including obtaining class certification and defeating any motion for summary judgment. While courts have permitted some data breach cases to proceed beyond the motion to dismiss stage, data breach litigation, including cases involving certified classes, remains risky, with no assurance of success. Given this environment, the results achieved here render the Settlement "reasonable" under all standards.

30. While we believe Plaintiffs would have satisfied C.P.L.R. §§ 901 and 902 when moving to certify a class, we also appreciate the risks that come with maintaining that class in a data breach case. Indeed, while there are certain data breach cases that have been certified, there are not many. This is not to mention that continued litigation would require discovery, depositions, expert reports, motion practice, and possible appeals, which would demand lengthy delays and the possibility of no recovery at all.

31. Settlement eliminates that risk, expense, and delay in this process, and the risk that Settlement Class Members may receive no recovery. These risks, including proving damages and liability, maintaining a class throughout trial and any appeals, and the costs and delay those stages would cause, justify the result guaranteed to the Settlement Class Members in the proposed Settlement.

32. Through the Settlement, Plaintiffs and the Settlement Class have avoided that risk and secured benefits that either match or exceed what they would have achieved at trial.

33. The Parties negotiated the Settlement in good faith under the circumstances. Those circumstances include the fact that the Parties negotiated the Settlement through a mediator.

* * * * * * * * * * * * *

I declare under penalty of perjury of the laws of the state of New York and the United States that the foregoing is true of my own personal knowledge. Executed on August 31, 2026, in Oklahoma City, Oklahoma.

/s/ Tyler J. Bean
Tyler J. Bean
SIRI & GLIMSTAD LLP

I declare under penalty of perjury of the laws of the state of Florida and the United States that the foregoing is true of my own personal knowledge. Executed on August 31, 2026, in Fort Lauderdale, Florida.

/s/ Jeff Ostrow
Jeff Ostrow
KOPELOWITZ OSTROW P.A.

I declare under penalty of perjury of the laws of the state of Illinois and the United States that the foregoing is true of my own personal knowledge. Executed on August 31, 2026, in Chicago, Illinois.

/s/ *Gary Klinger*
Gary Klinger
MILBERG, PLLC

I declare under penalty of perjury of the laws of the state of Oklahoma and the United States that the foregoing is true of my own personal knowledge. Executed on August 31, 2026, in Oklahoma City, Oklahoma.

/s/ *A. Brooke Murphy*
A. Brooke Murphy
MURPHY LAW FIRM

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and ANAMARI LAURENTZ, on behalf of themselves all others similarly situated,

Plaintiffs,

-against-

ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,

Defendant.

Index No. 529489/2024

DECLARATION OF DANA BOUB REGARDING NOTICE ADMINISTRATION

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1. My name is Dana Boub, and I am over the age of eighteen (18) years. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistent with the matters stated herein.

2. I am a Project Manager for RG/2 Claims Administration LLC ("RG/2 Claims"), whose address is 30 South 17th Street, Philadelphia, PA 19103. Pursuant to the April 28, 2026 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, RG/2 Claims is the independent third-party settlement administrator appointed by the Court as Claims Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, mailing of settlement notification packages to Class Members, Claim Form collection and review, claimant correspondence, and distribution.

3. RG/2 is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims' experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment,

negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of $2 billion in class action settlement proceeds.

4. On or about May 6, 2026, RG/2 Claims received from Defendants' counsel an electronic file containing the names and known contact information for the individuals identified as Settlement Class Members. RG/2 Claims reviewed the electronic file and determined there were 67,967 unique Settlement Class Members.

5. Prior to mailing the Notice, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class list of 67,967 names and addresses received through the United States Postal Service's ("USPS") National Change of Address database ("NCOA") and updated the data with corrected information.

6. On May 25, 2026, RG/2 Claims caused the Short Form Notice to be served by First Class U.S. Mail to the 67,967 individuals identified as Settlement Class Members with complete mailing addresses. A true and correct copy of the Short-Form Notice is attached hereto as "**Exhibit A**". The Notice included a link to the Settlement Website and a unique login and password to be used to submit a Claim Form electronically.

7. On May 25, 2026, RG/2 Claims made available the Settlement Website at www.AdvancedRecoveryDataSettlement.com.

a. The "Homepage" contains a brief summary of the Settlement and advises the Class of their rights under the Settlement.

b. The "Court Documents" page contains pdf copies of the Settlement Agreement and Release, Joint Declaration of Class Counsel ISO Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement, Memorandum of Law ISO Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement, Plaintiffs' Unopposed Motion for Preliminary

Approval of the Class Action Settlement, [Proposed] Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement, Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement, and Notice of Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards.

c. The "Notice" page contains a pdf copy of the Long-Form Notice.

d. The "File a Claim Form" page contains a link to the online claim filing portal for Settlement Class Members to log in using a unique login and password to submit their claim electronically and a pdf copy of the Claim Form, available to download.

e. The "Contact Us" page contains the contact information of the Settlement Administrator and Class Counsel.

8. On May 25, 2026, RG/2 Claims made available the toll-free number 1(866)-742-4955 for Class Members to receive additional information about the Settlement, ask questions about the Settlement, and request that a Long-Form Notice or Claim Form be mailed to them.

9. RG/2 Claims also made available Post Office Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, Opt-Outs, and Objections.

10. As of the date of this declaration, the USPS returned 8,062 Notices as undeliverable. Of the 8,062 Notices returned, 171 included a forwarding address provided by the USPS, and RG/2 Claims promptly mailed a new Notice to those Settlement Class Members. For the remaining 7,891 Notices, RG/2 Claims performed extensive skip-trace procedures and was able to locate updated addresses for 5,401 Settlement Class Members. A total of 2,490 Notice packets remained undeliverable. Thus, 96% of Settlement Class Members were successfully delivered Notices, while less than 4% of Settlement Class Members did not receive Notice.

11. The Federal Judicial Center, in Judge's Class Action Notice and Claims Process

Checklist and Plain Language Guide, notes 70% as a "high" percentage for notice delivery. Notice was successfully delivered to 96% of the Settlement Class, far exceeding this threshold.

12. The Notice informed Settlement Class Members of, among other things, their right to opt-out and not participate in the Settlement, provided the request was postmarked by July 24, 2026. To date, RG/2 Claims has received 0 requests for exclusion.

13. The Notice also informed Class Members of their right to object to the Settlement, provided the request was postmarked by July 24, 2026. To date, RG/2 Claims has not received or been advised of any objections to the Settlement.

14. The Notice informed Settlement Class Members of their right to file a claim to receive compensation for documented out-of-pocket losses, extraordinary losses arising from misuse or fraud, and 2 years of credit monitoring.

15. The deadline to submit a claim to receive benefits is August 24, 2026. To date, RG/2 Claims has received 1,092 Claim Forms. Of the 1,092 Claim Forms submitted, 1,055 selected Cash Payment, 713 selected Credit Monitoring, 33 selected Ordinary Out-of-Pocket Losses claiming a total of $13,467.97, and 17 selected Extraordinary Out-of-Pocket Losses claiming a total of $53,044.00. A portion of the claims received are in the review process and these numbers do not reflect approved claims.

16. The approximate Administration costs to complete through post distribution is $28,796 and may be modified depending on the ongoing claims process as described above.

17. In my experience, the Notice program is consistent with other notice plans for class action settlements, including in data breach cases, is reasonable under the circumstances of this case and has been designed to satisfy due process. In particular, the Notice program schedule provided sufficient time to deliver full and proper notice to Settlement Class Members before the Objection/Exclusion Deadline, and Claims Deadline.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on August 30, 2026 at Philadelphia, Pennsylvania.

Dana Boub

Dana Boub, Declarant

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ,** individually and on behalf of all others similarly situated, Plaintiffs, v. **ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,** Defendant.	Index No.: 529489/2024 **[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs[1] submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement [NYSCEF No. 60]; and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. [NYSCEF No. 63];

WHEREAS, on April 28, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) appointed the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date [NYSCEF No. 47];

WHEREAS, thereafter, Notice was provided to Settlement Class Members in accordance with the Court's Preliminary Approval Order;

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. NYSCEF No. 34.

WHEREAS, on September 24, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject-matter jurisdiction and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, C.P.L.R. § 901, and all other applicable law and rules

3. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the *Colt* factors and the C.P.L.R. Article 9 factors, highlighted by evidence that: (A) Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's-length; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

4. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of a positive reaction from the Settlement Class given the total number of Claims made and the small number of opt-outs

submitted.

5. The Court has considered all objections to the Settlement, if any, and hereby overrules them.

6. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit A***. Those individuals will not be bound by the Agreement, this Final Approval Order, or the Final Judgment.

7. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

9. Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of the Settlement Class in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

12. The appointment of Plaintiffs as Class Representatives is affirmed.

13. The appointment of Tyler J. Bean of Siri & Glimstad LLP, Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and A. Brooke Murphy of Murphy Law Firm as Class Counsel is affirmed.

14. The appointment of RG/2 Claims Administration, LLC as the Settlement Administrator is affirmed.

15. The Court affirms its findings that the Settlement Class meets the relevant requirements of C.P.L.R. Article 9 for only the purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of Class Representatives are typical of the claims of Settlement Class Members; (4) Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

16. Therefore, the Court finally certifies the following Settlement Class:

> All persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opted-out of the Settlement Class.

17. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

18. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

19. In the event that payments made to Settlement Class Members are not cashed within 90 days after their date of issuance, those payments will become null and void and will revert to Advanced Recovery or its insurer.

20. Class Counsel is awarded $315,000.00 for attorneys' fees and expenses. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason under the factors applied under New York law.

21. Class Representatives shall be awarded Service Awards in the amount of $2,500.00 each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

22. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*.

24. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this ________________ day of ______________, 2026.

____
HON. _______________________
JUSTICE OF THE SUPREME COURT

EXHIBIT A

Opt-Out List

(To Be Completed at the Final Approval Hearing)

1.
2.