

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

ROBERT SMITH, on behalf of himself and
others similarly situated,

Plaintiff,

v.

ZOLL MEDICAL CORPORATION,
Defendant.

Case No. 1:23-cv-10575-IT

[Proposed] Final Approval Order

Before the Court is Plaintiffs’ Motion for Final Approval of Class Settlement Agreement (the “Motion”) requesting that the Court enter an Order Granting Final Approval of the Class Action Settlement involving Plaintiffs John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese (“Plaintiffs” or “Class Representatives”) and Defendant ZOLL Medical Corporation (“ZOLL” or “Defendant”) as fair, reasonable and adequate.

Having reviewed and considered the Settlement Agreement and Plaintiffs’ Motion, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the settlement upon the terms and conditions set forth in this Final Judgment and Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Federal Rule of Civil Procedure 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the

settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class Members;

IT IS ON THIS ____ day of _____, 2026, ORDERED that:

1. Unless otherwise noted, words spelled in this Final Approval Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

2. On May 5, 2026, the Court entered an Order Directing Class Notice and Granting Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”), which, among other things: (a) approved the Notice Plan, including approval of the form and manner of Notice set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the Settlement Class; (c) appointed Plaintiffs John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese as the Class Representatives and Jean S. Martin of Aylstock Witkin Kreis & Overholtz, PLC as Class Counsel; (d) preliminarily approved the Settlement; (e) set deadlines for optouts and objections; (f) approved and appointed the Settlement Administrator; and (g) set the date for the Final Approval Hearing.

3. In the Preliminary Approval Order, pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(e), the Court defined the Settlement Class for settlement purposes only. The Court defined the Nationwide Class as follows:

All living persons who reside in the United States and to whom Defendant issued notice of the Data Incident that certain Personal Information was impacted in the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

4. The Court also preliminarily certified two subclasses:

(1) The SSN Subclass, which includes all Settlement Class Members whose Social Security Numbers were potentially impacted in the Data Incident, as reflected in the Notice of Data

Incident sent to such Class Members by Defendant and as identified in a list to be provided to the Settlement Administrator by Defendant. Plaintiffs Patricia McMahon and Evan Weese are the proposed Class Representatives for the SSN Subclass.

- (2) The Non-SSN Subclass, which includes all Settlement Class Members whose Social Security Numbers were not impacted in the Data Incident. Plaintiffs John Priddy, Randy McGilberry, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, and Timothy Jemison are the proposed Class Representatives for the Non-SSN Subclass.

5. The Court finds that for purposes of settlement, the Settlement Class and the subclasses satisfy the requirements of Federal Rule of Civil Procedure 23(a): the Settlement Class is numerous; there are questions of law or fact common to the Settlement Class; the Settlement Class Representatives' claims are typical of those of Settlement Class Members; and the Settlement Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

6. The Court finds that for purposes of settlement, the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3): the questions of law or fact common to the Settlement Class predominate over individual questions, class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy, and Defendant has acted or refused to act on grounds that apply generally to the Settlement Class.

7. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and certifies the Settlement Class as defined herein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Federal Rule of Civil Procedure 23(e).

8. The terms of the Settlement Agreement are fair, reasonable, and adequate, and are hereby

approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing and the proposed Motion for Attorneys' Fees, Expenses, and Service Awards were provided to Settlement Class Members as directed by this Court's orders.

10. The record establishes that the Settlement Administrator served the required notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required by 28 U.S.C. § 1715(b)(1)–(8).

11. The Court finds that such notice as therein ordered constituted the best practicable notice under the circumstances, apprised Settlement Class Members of the pendency of the action, gave them an opportunity to opt out or object, complied with the requirements of Federal Rule of Civil Procedure 23(c)(2), and satisfied due process under the United States Constitution, and other applicable law.

12. As of the final date for opting out or objecting to the Settlement, eight Settlement Class Members have submitted valid requests to be excluded from the settlement. These individuals are not bound by this Final Approval Order, as set forth in the Settlement Agreement, and a list of valid opt outs is attached hereto.

13. Further the Court has evaluated and considered the objection filed by Ms. Thomas to the Settlement and said objection is overruled.

14. The Court has considered all the documents filed in support of the settlement, and has

fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. The Court awards Class Counsel _____ in reasonable fees, and _____ in reimbursement of costs and expenses. The Court finds this amount to be fair and reasonable. Payment shall be made from the Common Fund pursuant to the procedures in the Settlement Agreement.

16. The Court awards Service Awards in the amount of _____ to each Class Representative. The Court finds this amount is justified by the Class Representatives' service to the Settlement Class. Payment shall be made from the Common Fund as directed by Class Counsel in accordance with the Settlement Agreement.

17. Upon the Effective Date, and in consideration of the Settlement benefits described herein and in the Settlement Agreement, each Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including all Unknown Claims, as against all Released Persons.

18. Further, upon the Effective Date, and to the fullest extent permitted by law, each Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, continuing in, 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. Any other claims Plaintiffs and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Released Claims are specifically preserved

and shall not be affected by the preceding sentence. The Court expressly approves and incorporates by reference Paragraph 1.49 of the Settlement Agreement concerning Unknown Claims, including the waiver of California Civil Code 1542 and any analogous provision of law. Such waiver shall be effective according to the terms of the Settlement Agreement upon the Effective Date.

19. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Litigation or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including the Release).

20. The Settlement Agreement and this Final Approval Order, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the Litigation.

21. The Settlement Agreement and this Final Approval Order, and all documents, supporting materials, representations, statements and proceedings relating to the settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order may be filed in any action by the Defendant or Settlement Class Member seeking to enforce the Settlement Agreement or the Final Approval Order.

22. If the Effective Date does not occur for any reason, the Litigation will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered

into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

23. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction solely over the consummation and enforcement of the Settlement.

24. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement Agreement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

25. In accordance with Federal Rule of Civil Procedure 23, this Final Judgment and Order resolves all claims against all Parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment Order in this matter and mark this case as Administratively Closed.

IT IS ORDERED:

Date: _____

HONORABLE INDIRA TALWANI
UNITED STATES DISTRICT JUDGE