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

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

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I. INTRODUCTION

On May 5, 2026, the Court preliminarily approved the Settlement between Plaintiffs John Priddy, Randy McGilberry, Timothy Jemison, Nathaniel Gerth, Gary Becker, Amine M. Bendriss, Barbara Brown, David Pacholczak, Patricia McMahon, and Evan Weese (collectively, "Plaintiffs" or "Class Representatives"), on behalf of themselves and others similarly situated, and Defendant, ZOLL Medical Corporation ("ZOLL" or "Defendant"), and ordered that notice be given to the Class. *See* Order Directing Class Notice and Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), ECF No. 75.[1] The Settlement establishes a non-reversionary $3,500,000.00 Settlement Fund from which substantial and immediate benefits will be provided to the Settlement Class, consisting of 847,809 Class Members. The Settlement further secures specific, reasonable measures that ZOLL has, at its expense, undertaken or will undertake to secure customer and employee information. SA § 2.2. This is an excellent result for Plaintiffs and the Settlement Class.

The Parties reached this Settlement following extensive investigation, hard-fought litigation, and arm's-length negotiations. Although Plaintiffs and Class Counsel believe in the merits of their claims, ZOLL denies all claims and contentions brought against it in the Litigation but recognizes the significant expense, operational burden, and inherent uncertainty of continued litigation. The claims involve the intricacies of data security litigation (a fast-developing area in the law), and Plaintiffs face risks at each stage of this Litigation. Against these risks, Class Counsel and Plaintiffs believe that the Settlement achieved provides highly favorable benefits for the Settlement Class. *See* Declaration of Class Counsel in Support of Final Approval of Settlement ("Martin Decl."), contemporaneously filed herewith, ¶ 23.

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[1]Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement (ECF No. 72-6). Citations to the Settlement Agreement will be abbreviated as "SA § __".

Following Preliminary Approval, the Settlement Administrator disseminated Notice to the Settlement Class. Notice was provided directly[2] to the Settlement Class Members and successfully reached 88.49% of the Class. *See* Declaration of Ryan Aldridge Regarding Notice and Settlement Administration ("Admin. Decl."), Exhibit 1 to Martin Decl., ¶ 14. The deadline to submit a request for exclusion was August 3, 2026. As of August 26, 2026, out of over 840,000 Class Members, only eight Class Members sought exclusion from the Settlement and only one objected to the Settlement. Admin. Decl. ¶¶ 16,17. In contrast, the Settlement Administrator has received ***48,767*** claims to receive benefits from the Settlement. *Id.* ¶ 15. This represents an overwhelmingly positive response from the Settlement Class.

Plaintiffs now move the Court for final approval of the proposed Settlement.

I. FACTUAL AND PROCEDURAL BACKGROUND

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion to Direct Class Notice and Grant Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion") (ECF No. 72) and Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards ("Fee Motion") (ECF No. 78).

II. SUMMARY OF THE SETTLEMENT

Under the Settlement Agreement, ZOLL has agreed, in exchange for the release of Plaintiffs' and Class Members' claims against it, to fund a non-reversionary Common Fund in the amount of $3,500,000 which, upon Court approval of the Settlement and following the Effective Date, will be used to send monetary payments to all Settlement Class Members who submit a Valid Claim. SA §

[2] Notice was provided through postcard mailed via USPS as ZOLL does not have email addresses for the class.

1.10. This Common Fund will first be used to cover the following costs: (i) applicable taxes and tax-related expenses, if any; (ii) the costs of Settlement Administration incurred pursuant to the Settlement Agreement; (iii) any Service Awards given to Class Representatives, which are subject to Court approval and which will not exceed $1,500 per plaintiff, for a total of $15,000; (iv) any amounts approved by the Court for the Fee and Expense Award; and (v) payment of Valid Out-of-Pocket Claims. SA § 8.4. The amount remaining after these costs are accounted for will constitute the Net Settlement Fund, which will be distributed to Settlement Class Members on a pro rata basis to the Settlement Class Members who submitted a Valid Claim for a Pro Rata Cash Claim using the following weighted allocation: SSN Subclass Members will receive 2 shares of the Net Settlement Fund for each Valid Claim, and Non-SSN Subclass Members will receive 1 share of the Net Settlement fund for each Valid Claim. *Id.*

In other words, the Settlement provided each and every Settlement Class Member with the ability to submit a claim for one or more of the following: (1) reimbursement of documented out-of-pocket losses reasonably traceable to the Data Incident, up to a maximum of $5,000 per person; or (2) a cash payment from the Net Settlement Fund. SA § 2.1. And for those who select the second option, the amount they receive will be determined by distributing the Net Settlement Fund on a pro rata basis using a weighted allocation that provides SSN Subclass Members with 2 shares of the Net Settlement Fund for each Valid Claim, and Non-SSN Subclass Members with 1 share of the Net Settlement Fund for each Valid Claim. *Id.*

Settlement Class Members needed only to submit a Claim Form to receive a monetary benefit from the Settlement, and the claims process was designed to minimize the burdens of submitting a claim by giving Settlement Class Members multiple ways to submit their claim, including by physical mail, or through online submission. Doc. No. 72-5 at 4, ¶ 17; *see also* Claim Form, Exhibit A to the

Settlement Agreement, Doc. 72-1 at 2-4. By forgoing any documentation requirements beyond submission of the Claim Form for those Class Members who choose to receive a Pro Rata Cash Payment from the Net Settlement Fund, while also requiring documentation of and attestation for claims for out-of-pocket losses, the Settlement strikes the proper balance between facilitating the frictionless submission of meritorious claims and ensuring that the Settlement's benefits are not unfairly depleted through fraudulent claims. If the Settlement is ultimately granted Final Approval, payments on Valid Claims will be sent to Class Members within 30 days of the Effective Date. SA § 9.2. Defendant also agreed that it has undertaken or will undertake specific measures, inter alia, further secure customer and employee information at its expense. *Id*. § 2.2.

The Settlement Class is defined as:

> 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.

SA § 1.44. Excluded from the Settlement Class are 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. *Id*.

III. THE SETTLEMENT WARRANTS FINAL APPROVAL

The Federal Rules of Civil Procedure require judicial approval of class action settlements. *See* Fed. R. Civ. P. 23(e). At final approval, the ultimate issue is whether the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2); *Roberts v. TJX Cos., Inc.*, No. 13-CV-13142- ADB, 2016 WL 8677312, at *5 (D. Mass. Sept. 30, 2016) (Rule 23 class actions may be settled only with a finding that the settlement is "fair, reasonable, and adequate."). "In the First Circuit, this requires a wide-ranging review of the overall reasonableness of the settlement that relies on neither a fixed checklist of factors nor any specific litmus test." *In re Tyco Int'l Ltd. Multidistrict Litig.*, 535 F.Supp.2d 249, 259 (D.N.H. 2007); *see also New England Carpenters Health Benefits Fund v. First Databank, Inc.*, 602 F.Supp.2d 277, 280 (D. Mass. 2009) ("The First Circuit has not established a fixed test for evaluating the fairness of a settlement.").

The First Circuit maintains a strong policy favoring settlements, especially in class actions. *See In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 36 (1st Cir. 2009); *Lazar v. Pierce*, 757 F.2d 435, 440 (1st Cir. 1985) (commenting on the "overriding public interest in favor of the voluntary settlement of disputes, particularly where class actions are involved."); *Hill v. State St. Corp.*, No. CIV.A. 09-12146-GAO, 2015 WL 127728, at *6 (D. Mass. Jan. 8, 2015) ("The determination of whether a settlement is fair, reasonable and adequate . . . should be evaluated within the context of the public policy favoring settlement."); *see also P.R. Dairy Farmers Ass'n v. Pagan*, 748 F.3d 13, 20 (1st Cir. 2014) (noting "strong public policy in favor of settlements").

Rule 23(e)(2) provides four factors for the Court to determine if a settlement is "fair, reasonable, and adequate." These factors are: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed attorney's fee, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(2); and (D) the proposal treats class members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2).

In addition to these factors, courts in this Circuit frequently employ the Second Circuit's *Grinnell* factors test or some version of it. *See Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 343 (D. Mass.), *aff'd,* 809 F.3d 78 (1st Cir. 2015). These factors are:

> (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of

> discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

First Databank, 602 F. Supp.2d at 280–81 (quoting *City of Detroit v. Grinnell Corporation*, 495 F.2d 448, 463 (2d Cir. 1974)). "The necessary assessment is, thus, holistic and incorporates 'a wide variety of factors bearing on the central question of whether the settlement is reasonable in light of the uncertainty of litigation.'" *Bussie v. Allmerica Fin. Corp.*, 50 F. Supp. 2d 59, 72 (D. Mass. 1999) (internal citations omitted). "Notwithstanding the responsibility of the district court to carefully assess the settlement, there is a presumption in its favor so long as parties engaged in arms-length negotiations after meaningful discovery." *In re Ranbaxy Generic Drug Application Antitrust Litig.*, 630 F. Supp. 3d 241, 244-45 (D. Mass. 2022) (citations omitted).

The Settlement before the Court meets each of these considerations.

A. The Settlement Satisfies All of the Rule 23(e)(2) Factors

1. The Class Was Adequately Represented

The adequacy requirement is met where (1) "the interests of the representative party will not conflict with the interests of the class members" and (2) "counsel chosen by the representative party is qualified, experienced and able to vigorously conduct the proposed litigation." *In re Evergreen Ultra Short Opportunities Fund Sec. Litig.*, 275 F.R.D. 382, 391 (D. Mass. 2011).

Here, Plaintiffs have the same interests as all other Settlement Class Members, as they are asserting the same claims and share the same injuries. Further, the Court has already recognized Class Counsel's experience and qualifications in appointing Ms. Martin to lead this Litigation, and the record shows Class Counsel worked diligently to litigate and ultimately bring this case to resolution. *See* ECF No. 30; *see also In re: Lumber Liquidators Chinese-Manufactured Flooring*

Prod. Mktg., Sales Practices & Prod. Liab. Litig., 952 F.3d 471, 485 (4th Cir. 2020) (finding counsel's experience in complex civil litigation supported fairness of settlement).

2. The Settlement Was Negotiated at Arm's Length

The negotiations in this matter occurred at arm's length and through a neutral mediator. *See* Martin Decl. ¶¶ 13, 14. Although the parties were unable to reach an agreement at the mediation, they continued to engage in good-faith negotiations which ultimately led to an agreement to settle Plaintiffs' and proposed Class Members' claims according to the terms memorialized in the Settlement Agreement. *Id.* at ¶ 13. The First Circuit recognizes that "[i]f the parties negotiated at arm's length and conducted sufficient discovery, the district court must presume the settlement is reasonable." *In re Pharm. Indus. Average Wholesale Price Litig.,* 588 F.3d 24, 32–33 (1st Cir. 2009). This deference reflects the understanding that vigorous negotiations between seasoned counsel protect against collusion and advance the fairness consideration of Rule 23(e).

In the instant case, the Settlement is the result of arm's-length negotiations between Class Counsel and Defendant's counsel, who are all attorneys familiar with class action litigation and particularly experienced in the litigation, certification, trial, and settlement of class actions, including data breach cases. Martin Decl. ¶¶ 4, 5. In addition, Class Counsel and Defendant's Counsel were knowledgeable of the legal and factual issues at the center of this Action at the time the Settlement was reached. Martin Decl. ¶ 5. Class Counsel conducted meaningful informal discovery prior to the mediation that enabled them to prepare for well- informed negotiations overseen by neutral mediator Mike Ungar of UB Greensfelder. *Id.* ¶¶ 11, 12. The in-person mediation session with Mr. Ungar and weeks of subsequent negotiations culminated in the Settlement. Thus, Rule 23(e)(2)(B) is satisfied. *See Glynn v. Maine Oxy-Acetylene Supply Co.*, No. 2:19-CV-00176-NT, 2022 WL 17617138, at *4 (D. Me. Dec. 13, 2022) (settlement was entitled to a presumption of reasonableness where it was the product of negotiations overseen by a neutral mediator).

3. The Relief Is Adequate Under Rule 23(e)(2)(C)

The relief offered to Class Members in the proposed Settlement addresses the types of repercussions and injuries alleged to be arising from the Data Incident and is more than adequate under the factors outlined in Rule 23(e)(2)(C).

Class Counsel, who has meaningful experience in leading major data breach class actions, strongly believes that the relief is fair, reasonable, and adequate. The Court may rely upon such experienced counsel's judgment. *See, e.g.*, *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) ("[T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.").

i. The Costs, Risk, and Delay of Trial and Appeal

As outlined in the Preliminary Approval Motion and Fee Motion, Plaintiffs and the Class would have faced significant risks and costs if they had continued to litigate the case. Data breach actions "are particularly risky, expensive, and complex." *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019). First, although many of Plaintiffs' claims survived ZOLL's motion to dismiss, there was a risk that Plaintiffs' claims would not have survived, in part or full, on a class-wide basis after the Court's ruling on a motion for class certification, motions for summary judgment, *Daubert* motions on damages methodologies, and other motions. Indeed, due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Second, even if Plaintiffs prevailed on a motion for class certification, successfully defeated all of ZOLL's other objections and motions, and proceeded to trial, Plaintiffs would have still faced significant risk, cost, and delay, including likely interlocutory and post-judgment appeals.

The proposed Settlement provides certain, substantial, and immediate relief to the proposed Settlement Class. It ensures that Settlement Class Members with Valid Claims for documented out-of-pocket losses will receive guaranteed compensation and provides other Settlement Class Members with *pro rata* cash payments. Further, given the diminishing class size due to the average age at which and health conditions for which wearable cardioverter defibrillators are prescribed and at the age of some of the data involved in the Data Incident, a Settlement now provides relief to more people. The substantial cost, risk, and delay of the trial and appeal process support a finding that the proposed Settlement is adequate. *See Bezdek*, 79 F. Supp. 3d at 345.

ii. The Method of Distributing Relief Is Effective

The Notice to the Settlement Class was efficient and effective. The available relief is detailed clearly in the Notice, which was provided to all Settlement Class Members. The Notice Program included dissemination of individual notices by direct mail or email. Notice reached 88.49% of the Class.[3] *See* Admin Decl. ¶ 14. Therefore, Settlement Class Members received effective and efficient notice of the relief offered.

iii. The Terms Relating to Attorneys' Fees are Reasonable

Class Counsel has requested one-third of the Settlement Fund (*i.e.*, $1,166,666.67) in attorneys' fees. This request is on par with awards routinely granted by courts in similar cases and is supported by a lodestar crosscheck, as laid out in the previously filed Fee Motion. ECF No. 78; *see,*

[3] The linchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%. *See 2010 Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

e.g., *Meaden et al. v. Harborone Bank*, Case No. 1:23-cv-10467-AK (D. Mass. Nov. 14, 2023) ("33.33% of the Settlement Fund is fair and reasonable in light of the nature of this case"); *Meyers v. BHI Energy Services, LLC, et. al.*, 1:23-cv-12513 (ECF No. 59) (D. Mass. April 15, 2025); *In re Emmanuel College Data Sec. Incident*, No. 1:24-CV019314-AK, ECF No. 46 (D. Mass. July 29, 2025) (same); *In re Sovos Compliance Data Sec. Incident Litig.*, No. 1:23- cv-12100 (ECF No. 51) (D. Mass. July 23, 2024) (same); *Fiorentino v. Flosports, Inc.*, Case No. 1:22-cv-11502 (D. Mass. March 5, 2024) (same). This factor supports final approval.

iv. Any Agreement Required to Be Identified Under Rule 23(e)(3)

Apart from the Settlement Agreement, and the agreement with Eisner Advisory Group to provide Notice and administration services, there are no additional agreements between the Parties or others made in connection with the Settlement. Thus, this factor weighs in favor of final approval.

4. The Proposed Settlement Treats Class Members Equitably

The Settlement Class Members are treated equitably because they all have similar claims arising from the same data breach, and they are all treated the same under the Settlement. *See* Fed. R. Civ. P. 23(e)(2)(D). All Settlement Class Members are eligible to claim the various benefits provided by the Settlement, including compensation for documented Monetary Losses and *pro rata* cash payments. The cash payments are also distributed using a weighted allocation, which ensures that the subclasses are treated equitably, with the SSN Subclass receiving a greater share of the cash payments to reflect the fact that exposure of their SSN constitutes a relatively greater harm than that suffered by the Non-SSN Subclass. *See In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 580 (S.D.N.Y. 2008). ("When formulated by competent and experienced counsel," a plan for allocation of net settlement proceeds "need have only a reasonable, rational basis." (internal citations omitted)). Moreover, the Settlement secures the continuation of valuable specific security measures on the part of ZOLL that will inure to the benefit of all Class Members, regardless of whether they elect to file a claim. Thus, the Settlement does not provide preferential treatment to Plaintiffs or any segments of the proposed Settlement Class. This factor thus supports Final Approval.

B. The *Grinnell* Factors Weigh in Favor of Final Approval

1. The Settlement Agreement Is Favorable Given the Complexity, Expense and Likely Duration of the Litigation

The first *Grinnell* factor weighs heavily in favor of granting final approval. Although nearly all class actions involve a high level of risk, expense, and complexity, data breach cases are especially risky, expensive, and complex. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *12 (N.D. Cal. Aug. 17, 2018) ("[C]lass certification was not guaranteed, in part because Plaintiffs had a scarcity of precedent to draw on."). Indeed, data breach litigation is a fast-developing field of law with many facets that have not been fully tested at the trial court level. Should this case proceed, it would become necessary for the Parties to engage in a lengthy discovery process, take time-consuming technical depositions of ZOLL's IT staff, as well as any third-party vendors to whom ZOLL contracts data security measures, retain and produce reports from various experts, and engage in continued motion practice related to class certification and summary judgment. Given the complexity of the claims and arguments here, a lengthy trial would likely follow. Litigation would be extraordinarily complex, and it could take several years for the Class to see a real recovery, if any was won at all. Further, any award as the result of a trial in this case would likely be subjected to an appeal, which would further delay any recovery by a substantial period of time. The Settlement provides immediate and real relief to the Class in the form of both a Common Fund and enhancements to ZOLL's security practices. Thus, the first *Grinnell* factor weighs in favor of approving Settlement.

2. The Reaction of the Class to the Settlement Agreement Has Been Favorable

In most class action settlements, a small number of opt-outs and objections "are to be expected" and do not impact the Settlement's fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003) (citations omitted); *Olden v. Gardner*, 294 F. App'x 210, 217 (6th Cir. 2008) (inferring that most "class members had no qualms" with a settlement in which 79 out of 11,000 class members objected). Here, only one Class Member has objected to the Settlement, and this objection is not substantive, rather it is conclusory and bereft of factual or legal support, as explained in **Appendix A** attached hereto. The quality of relief combined with the positive reaction of the remainder of the Settlement Class supports final approval. Accordingly, the sole objection to the Settlement should be overruled. Similarly, only eight Class Members have requested exclusion from the Settlement. Admin. Decl. ¶ 16. The small number of objections and exclusions supports the favorability of the Settlement. *See e.g., Bezdek*, 79 F. Supp. 3d at 347 (finally approving settlement with "only 23 opt-outs and 3 objections"); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 72 (D. Mass. 2005) (finding the "overall reaction of the settlement has been positive" where there were 140 opt-outs and 10 objections); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005) (finally approving settlement with 49 opt-outs and 10 objectors); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) ("The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness."); *Luevano v. Campbell*, 93 F.R.D. 68, 91 (D.D.C. 1981) ("The fact that only one-sixth of one percent of the class has chosen to object to the settlement is an important indication of its fairness and adequacy.").

Conversely, as of August 25, 2026, 48,767 Claims had been submitted. Admin. Decl. ¶ 15. This amounts to a claims rate of 5.75% of Settlement Class Members. *Id*. This claims rate already far exceeds the claims rates commonly seen in other data breach class action settlements nationwide, and the deadline to file a claim is not until September 2, 2026.[4] *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. CV 19-6019, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024), *aff'd,* 141 F.4th 456 (3d Cir. 2025) (2.56% claims rate "actually compares favorably to the claims rates in other data breach class actions"); *In re Forefront Data Breach Litig.,* No. 21-cv887, 2023 WL 6215366, at * 4 (E.D. Wis. Mar. 22, 2023) (finding that the class favored the settlement where 137 of the 2.4 million class members opted out of the settlement, one class member objected, and the claims rate was 1.46%.); *Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCDFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (C.D. Cal. Oct. 30, 2023) (1.6% claims rate "is in line with claims rates in other data breach class action settlements" and collecting cases with claims rates between 0.83% and "about two percent"); *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the class); *see also* Martin Decl. ¶ 22. The overwhelming number of Claims submitted is a strong indication that the Settlement Class approves of the proposed Settlement.

This factor therefore heavily weighs in favor of final approval.

3. The Parties Have Engaged in Sufficient Litigation and Discovery

The third factor requires "that sufficient discovery be conducted to make an intelligent judgment about settlement." *Hochstadt v. Bos. Sci. Corp.*, 708 F. Supp. 2d 95, 107 (D. Mass. 2010). Courts often "defer to the judgment of experienced trial counsel with regard to the evaluation of the strength of the case and the desirability of settlement at this stage of the proceeding." *Kritzer v. Safelite Solutions, LLC,* 2012 WL 1945144, at *7 (S.D. Ohio May 30, 2012). This is particularly

[4] After the Claims Deadline but prior to the Final Approval Hearing, Class Counsel will file a supplemental declaration from the Settlement Administrator updating the total number of claims received.

true "where plaintiffs' counsel are skilled and experienced in consumer class action litigation." *Bezdek*, 79 F. Supp. 3d at 348.

Here, Class Counsel made an informed decision regarding the appropriateness of settlement. Indeed, Class Counsel had filed a detailed Consolidated Complaint, fully and thoroughly briefed Defendant's Motion to Dismiss, and awaited the Court's Order on the Motion to Dismiss before the Parties earnestly discussed the possibility of early resolution. Moreover, prior to attending mediation, Class Counsel sought and obtained informal discovery from ZOLL on a number of topics, including, *inter alia*, the number of individuals whose PII was potentially compromised during the Data Incident, the types of information potentially compromised, the mechanics of the Data Security Incident, and the remedial actions ZOLL took after the Data Incident. Martin Decl. ¶¶ 11. Class Counsel also conducted her own investigation into the nature of the allegations in the lead up to filing the Plaintiffs' original complaints, prior to filing the Consolidated Complaint, and during the pendency of the litigation. *Id.* ¶¶ 8. Class Counsel thoroughly evaluated this information in the analysis of damages. *Id.* Through the above process and the mediation, Class Counsel came to understand the Data Incident and the issues arising from it, and obtained an excellent settlement for the Settlement Class Members. *Id.* ¶¶ 8, 9; *see also Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, No. 07-CV-14074-DT, 2008 WL 2968408, at *26 (E.D. Mich. July 31, 2008) (noting the use of informal discovery as an adequate tool for class counsel to make an informed decision); *In re Puerto Rican Cabotage Antitrust Litig.*, 815 F. Supp. 2d 448, 473 (D.P.R. 2011) (finding informal discovery provided the parties with sufficient information to negotiate a fair and reasonable settlement).

Given her experience and with the assistance of equally experienced co-counsel, Class Counsel had all the information needed to "adequately assess the[] case and the desirability of the proposed settlement." *See Kritzer*, 2012 WL 1945144, at *7; *see also Robinson v. Nat'l Student Clearinghouse*, 14 F.4th 56, 58 (1st Cir. 2021) (affirming district court's final approval of class action settlement where defendant provided informal discovery and disclosures prior to mediation, and finding that the "district court thus properly concluded that the parties negotiated at arm's length and conducted sufficient discovery."). The Court should thus find that Class Counsel conducted sufficient fact-finding and that this factor supports granting Final Approval to the Settlement.

4. Maintaining the Case Through Trial Would be Risky Compared to Settlement

Class Counsel is confident in the strength of Plaintiffs' case. Martin Decl. ¶¶ 20. However, Counsel is also pragmatic about the risks and challenges associated with prolonged litigation, including uncertainties in litigating the case through class certification, summary judgment, trial, and possible appeals. *Id*.

Historically, data-breach cases face substantial hurdles in surviving even the pleading stage. *See, e.g., Hammond*, 2010 WL 2643307, at *1 (collecting cases). Even cases implicating data similar to the data at issue here have been found wanting at the district court level. *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) ("The Court is not persuaded that the factual allegations in the complaints are sufficient to establish . . . standing."), *reversed in part*, 928 F.3d 42 (D.C. Cir. June 21, 2019) (holding that plaintiff had standing to bring a data breach lawsuit). To the extent the law has gradually accepted this relatively new type of litigation over time, the path to a class-wide monetary judgment remains unforged, particularly as to the element of damages. For now, data breach cases are among the riskiest and most uncertain of all class-action litigation, making settlement the more prudent course when a reasonable one can be reached. Further, the damages methodologies, while theoretically sound in Plaintiffs' view, remain largely untested in a disputed class certification setting and unproven in front of a jury. And, as is the case in any data breach case, establishing causation on a class-wide basis is rife with uncertainty.

Under the circumstances, Class Counsel determined the Settlement outweighs the risks of continued litigation. This Settlement provides substantial and immediate relief to Settlement Class Members without further delay and avoids the risk of an adverse judgment at trial or on appeal. Therefore, these factors weigh in favor of settlement in this case.

5. While ZOLL Could Withstand a Greater Judgment, the Settlement Should Still Be Approved

Although Plaintiffs believe that ZOLL could withstand a more significant judgment than the Settlement contemplates, "a defendant is not required to empty its coffers before a settlement can be found adequate." *In re Sturm, Ruger & Co. Sec. Litig.*, No. 3:09-cv-1293 (D. Conn. Aug. 20, 2012). Additionally, this factor, standing alone, is not sufficient to preclude a finding that a settlement is fair, reasonable and adequate where other factors weigh in favor of approving the settlement. *See D'Amato v. Deutsche Bank*, 236 F.3d 78, 86 (2d Cir. 2001). Indeed, even in cases involving defendants with "classic deep pockets," this factor is neutral to the issue of whether the proposed settlement should be approved. *In re Relafen Antitrust Litigation*, 231 F.R.D. 52, 73 (D. Mass. 2005); *In re Lupron Marketing Sales Practices Litig*, 228 F.R.D. 75, 97 (D. Mass. 2005). Thus, all the *Grinnell* factors point in favor of the Court allowing the Settlement negotiated by the Parties to be approved.

6. The Settlement is Reasonable in Light of the Risks of Further Litigation

To "judge the fairness of a proposed compromise," a court "weigh[s] the plaintiff's likelihood of success on the merits against the amount and form of the relief offered in the settlement." *Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007). As discussed above, while Plaintiffs are confident in their claims, proceeding to trial presents real risk, as is true in all complex class actions—and this area of law is especially risky. As another court observed: "[d]ata breach litigation is evolving; there is no guarantee of the ultimate result. . . .

[they] are particularly risky, expensive, and complex." *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021). Given the risk and uncertainty, settlement is the more prudent course when a reasonable agreement can be reached. The damages methodologies in this case, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. And as in any data breach case, establishing causation on a class-wide basis is rife with uncertainty. *See, e.g.*, *In re Hannaford Bros. Co. Cust. Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). While Plaintiffs and Class Counsel believe that the Litigation is appropriate for class treatment, the outcome of a contested motion and future appeals are far from certain.[5] Moreover, even if the class was certified, there is always the risk or possibility of decertification. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (decertifying classes and remanding), *In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL 8247865, at *1 (D. Md. Nov. 29, 2023) (recertifying class on remand), *Maldini v. Marriott Int'l, Inc.*, No. 24-1064, 2025 WL 1560372, at *1 (4th Cir. June 3, 2025) (reversing certification a second time).

Given the risk, the Common Fund achieved for the Settlement Class is a good result. By providing a non-reversionary fund worth $3,500,000 in addition to business practice enhancements, this Settlement is in line with data breach settlements recently approved by courts. *See, e.g., In re Experian Data Breach Litig.*, No. SACV 15-01592 AG (DMFx), 2019 U.S. Dist. LEXIS 81243, at *25 (C.D. Cal. May 10, 2019) (noting that the settlement provided a $1.47 payout per person, "which compares favorably to other approved data breach settlements") (collecting cases showing same). The sizable Common Fund is particularly impressive given that only approximately 245,257 Settlement

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[5] To emphasize this point, the Court need only look at two very high-profile data breach cases: *In re Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR (M.D. Fla.) and *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2879 (D. Md.). In both cases, plaintiffs were forced to relitigate standing; partially lost Daubert motions to exclude some of their expert damages models supporting the motions; had the courts narrow the class definitions in order to grant any certification of a class; had the courts reject class certification of some of the claims and classes; and faced numerous, very serious issues on damages calculations and predominance.

Class Members had Social Security numbers potentially exposed in the Data Incident. Based on Class Counsel's experience in similar cases, the Settlement Fund, along with business practice enhancements, provide ample benefits for Settlement Class Members' legitimate individual claims and for class-wide claims in the aggregate. *See* Martin Decl. ¶¶ 16, 23.

7. The Proposed Settlement is the Result of Informed, Non-Collusive, Arm's Length Negotiations Between the Parties

This factor heavily weighs in favor of granting final approval. "[T]here is a presumption in its favor [settlement] so long as parties engaged in arms-length negotiations after meaningful discovery." *In re Ranbaxy Generic Drug Application Antitrust Litig.*, 630 F. Supp. 3d at 244–45. As explained above, the Settlement was achieved only after significant litigation, the exchange of pre-mediation discovery, the exchange of detailed mediation statements, and a full-day mediation session with a highly respected mediator. Mr. Ungar has substantial experience in mediating and resolving complex class actions, including data breach class action settlements. *See* Martin Decl. ¶ 12. Mr. Ungar's active involvement ensured that the negotiations proceeded at arm's length. Indeed, it was not until after an all-day mediation with hard bargaining on both sides and further negotiations occurring in the following months that a resolution was ultimately reached by the Parties. *Id.* Given the above, this factor weighs strongly in favor of approval of the Settlement.

IV. NOTICE SATISFIED DUE PROCESS AND RULE 23

The Court previously approved the Parties' proposed Notice Plan, finding it met the requirements of Rule 23 and Due Process. ECF No. 75. That plan has now been fully carried out by EisnerAmper. *See generally* Admin. Decl. As outlined in detail in the supporting Declaration, the execution of the Notice Plan satisfied all the requirements of Rule 23(c).

To satisfy due process, notice must be the best practicable method and reasonably calculated under all circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided to the class must be sufficient to allow class members "a full and fair opportunity to consider the proposed decree and develop a response." *Mullane v. Central Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950). While individual notice should be provided when class members can be located and identified through reasonable effort, notice may be provided by U.S. mail, electronic mail, or other appropriate means. Fed. R. Civ. P. 23(c)(2)(B).

The direct notice, utilized here, is the gold standard and is consistent with notice programs approved by other courts. *See, e.g., Stott v. Capital Financial Services*, 277 F.R.D. 316, 342, (N.D. Tex. 2011) (approving notice sent to all class members by first class mail); *see also Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269 (6th Cir. 2016) (finding notice and claims processes satisfied Rule 23 where 90.8% of notices were successfully delivered).

The Notice here easily meets this standard. EisnerAmper initiated sending Notice to Class Members by sending direct Notice via mail to 839,190 Class Members for which it had a valid mailing address. Admin. Decl. ¶ 9. EisnerAmper conducted skip tracing on the 8,619 records that did not pass address validation and executed mailings for 4,011 of those records. *Id.* ¶ 9. EisnerAmper also executed supplemental mailings for 90,054 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. *Id.* Ultimately, direct Notice reached 88.49% of the Class. *Id.* ¶ 14. In addition, the dedicated Settlement Website, www.heartdevicedatasettlement.com, went live on June 4, 2026, and allowed Settlement Class Members to obtain copies of relevant documents, including the Long Form Notice, and to submit a Claim Form online. *Id.* ¶ 11. A toll-free telephone number for Class Members to call and obtain information about the Settlement was also established. *Id*. ¶ 12.

The Notice adequately informed Settlement Class Members of the nature of the Litigation, the definition of the Class, the claims at issue, the ability of a Class Member to object or exclude themselves and/or enter an appearance through an attorney, and the binding effect of final approval and class judgment. The Notice utilized clear and concise language that is easy to understand and was organized in a way that allowed Settlement Class Members to easily find any section that they may be looking for. Thus, it was substantively adequate. *See Espinosa v. United Student Aid Funds, Inc*., 553 F.3d 1193, 1202 (9th Cir. 2008), *aff'd*, 559 U.S. 260 (2010) ("The standard for what amounts to constitutionally adequate notice, however, is fairly low; it's 'notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objection.'").

Notice here was robust, effective, and met all due process requirements, as well as the requirements of Rule 23(c). This weighs in favor of final approval as well.

V. CERTIFICATION OF THE SETTLEMENT CLASS

In the Preliminary Approval Order, the Court preliminarily certified the Settlement Class, finding that the Class satisfies all Rule 23 requirements. ECF No. 75. Nothing has changed since that finding that could conceivably undermine class certification. Accordingly, Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter the proposed order granting final approval of the Settlement.

Dated: August 27, 2026

Respectfully submitted,
/s/ Jean S. Martin
Jean S. Martin (*pro hac vice*)
AYLSTOCK WITKIN

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Settlement Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

/s/ Jean S. Martin

APPENDIX A

Plaintiffs' Response to Class Action Settlement Objection

Plaintiffs respectfully submit this response to the objection (the "Objection") filed by putative class member Lala R. Thomas ("Ms. Thomas" or "Objector") to the proposed class action settlement (the "Settlement") in the above-captioned action. Ms. Thomas's Objection should be overruled.

Rule 23(e)(5)(A) requires that any objection "state with specificity the grounds for the objection." Fed. R. Civ. P. 23(e)(5)(A). Objections that are "conclusory and bereft of factual or legal support . . . are insufficient to weigh against a finding that the proposed settlement is fair and reasonable, and can be overruled without engaging in a substantive analysis." *In re Bear Stearns Cos. Sec., Derivative & ERISA Litig.*, 909 F. Supp. 2d 259, 264 n.3 (S.D.N.Y. 2012). Here, Ms. Thomas's only substantive complaint is essentially that class members "should get more" — that is, she personally believes the Settlement could have allocated more money to the class and less to attorneys' fees. That is not a factor this Court considers under Federal Rule of Civil Procedure 23(e)(2), and courts have repeatedly held that a class member's subjective preference for a larger recovery, standing alone, is not a legally cognizable ground to withhold approval of an otherwise fair, reasonable, and adequate settlement. *See Henderson v. Volvo Cars of N. Am., LLC*, No. 09-cv-4146, 2013 WL 1192479, at *9 (D.N.J. Mar. 22, 2013); *In re Merrill Lynch & Co., Inc. Res. Rep. Sec. Litig.*, 246 F.R.D. 156, 168 (S.D.N.Y. 2007) (rejecting objection that settlement is "unreasonably low" and "not in the investors class" interests as conclusory).

The Court's task is not to determine whether the class could theoretically have obtained a larger recovery. As another court explained in affirming approval of a comparable data-breach class settlement, courts do not have a "duty to maximize the settlement fund for class members," and a reviewing court's "inquiry is much more modest and limited to ensuring that the class settlement is fair, reasonable, and adequate." *In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 674 (9th Cir. Feb. 24, 2025) (quoting *Briseño v. Henderson*, 998 F.3d 1014, 1027 (9th Cir. 2021)). Nor may the Court rewrite the Settlement's terms to reallocate funds as an individual objector might prefer; it may only approve the Settlement as negotiated or reject it in its entirety. *Evans v. Jeff D.*, 475 U.S. 717, 726 (1986) ("[T]he power to approve or reject a settlement negotiated by the parties before trial does not authorize the court to require the parties to accept a settlement to which they have not agreed.").

As demonstrated at length in Plaintiffs' Fee Motion (ECF No. 76), courts have consistently approved attorneys' fees of one-third, and, as such, the fees sought here are within the range of what has been awarded in other cases both here and around the country. *See Dunn v. Complete Payroll Solution, LLC*, No. 1:25-cv-30045, Doc. No. 65 at 6 (D. Mass. June 25, 2026) (awarding attorneys' fees equal to one-third of $2.6 million common fund in data breach class action); *Weekes v. Cohen Cleary, P.C.*, 1:23-cv-10817, Doc. No. 61 at 5 (D. Mass. Aug. 14, 2025) (awarding attorneys' fees equal to 33.33% of $150,000 common fund in data breach class action). The fee request is subject to the Court's review of the factors delineated in well-established case law, and the Court will apply appropriate scrutiny to ensure the factors are satisfied, which—as demonstrated by the significant effort put forth by Class Counsel and the excellent result for the class—they are. The requested fee is reflective of the extensive work performed by Class Counsel without whom there would be no Settlement at all, including successfully fighting off a motion to dismiss and negotiating a complex global settlement.

Finally, Ms. Thomas's own submission establishes that the incident giving rise to this action is, by her own account, "the fourth or fifth time" her personal data has been compromised and "the second time" her medical and Social Security information has been exposed "due to a corporate data breach." (Obj. at 1.) Her stated grievance — dissatisfaction with the "nominal" compensation and "temporary" credit monitoring she says she received in those prior, unrelated breaches — has nothing to do with whether the recovery negotiated here, for this breach, is fair, reasonable, and adequate. If anything, it confirms that her objection is a policy critique of data-breach litigation generally, not a substantive challenge to this Settlement. Indeed, Ms. Thomas's own account illustrates the risk-of-continued litigation calculus that supports approval. Rather than pursue years of further litigation and appeal against ZOLL in the hope of a larger judgment, the class obtains certain, immediate cash relief and reimbursement of documented losses now. *See* Fed. R. Civ. P. 23(e)(2)(C)(i) (directing courts to weigh "the costs, risks, and delay of trial and appeal").

Because the Objection identifies no cognizable defect in the Settlement, is entirely conclusory, and is unsupported by any evidence, expert opinion, or proposed alternative, Plaintiffs respectfully request that the Court overrule the Objection and grant final approval of the Settlement.

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

DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Jean S. Martin, hereby state the following is true and accurate based on my personal knowledge:

1. I am an attorney duly licensed to practice law in the State of North Carolina and a partner of Aylstock, Witkin, Kreis & Overholtz's Class Action Group. I am appointed Class Counsel representing Plaintiffs and the putative Class in this Case.

2. I have monitored my firm's participation in this matter from filing of the complaint in 2023 through the present. The contents of this Declaration are based upon my own personal knowledge, my experience in handling numerous class action cases, and the development of this Action.

3. The majority of my practice for the last 20 years has concentrated on complex litigation, including consumer class actions, mass tort actions, and data breach litigation. Recently, I have served by appointment as a member of the Executive Committee for *In re AT&T Inc*, Case 3:24-cv-00424-MOC-SCR Document 43-3 Filed 07/22/25 Page 2 of 23 - 2 - Customer Data Security Breach Litigation, 24-cv-00757 (N.D. Tx.) ($177 million settlement for two classes of consumers involved in two separate data breaches) and co-lead counsel in *In re Morgan Stanley Data Security*

Litigation, 1:20-cv-05914 (S.D.N.Y.) (final approval granted for $68 million settlement for 15 million class members and *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.).

4. I was supported in this Litigation by numerous other highly experienced plaintiffs' counsel who specialize in all stages of complex litigation, which a particular focus on data breach cases ("Plaintiffs' Counsel").

5. ZOLL was also represented by counsel that is highly experienced in this type of litigation. It is thus my considered opinion that counsel for each side has fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe that the proposed Settlement Agreement fairly resolves their respective differences.

6. A full history of the facts and circumstances that led to this Litigation is fully laid out in Plaintiffs' Motion for Preliminary Approval and supporting exhibits.

7. Throughout the entirety of this Litigation, I, along with Plaintiffs' Counsel, have spent significant time and effort prosecuting this case.

8. Prior to filing, Plaintiffs' Counsel spent many hours investigating the claims that potential plaintiffs could pursue against ZOLL, including interviewing Plaintiffs to gather and evaluate information about ZOLL's alleged conduct and its impact on proposed Settlement Class Members. This information was essential to our ability to understand ZOLL's conduct, the merits of Plaintiff's claims, Plaintiff's potential remedies, and ZOLL's potential defenses.

9. We also expended significant resources researching and developing the legal claims here. While Plaintiffs' Counsel are familiar with these kinds of claims based on their extensive history litigating and resolving other data breach claims, no two cases are the same, and Plaintiffs' Counsel

still had to devote the time and resources necessary to assessing the damages at issue and determining and obtaining the information needed for meaningful settlement negotiations.

10. After the Court's order denying in part ZOLL's Motion to Dismiss Plaintiffs' Amended Complaint, Plaintiffs' Counsel, and counsel for ZOLL began discussing a path to resolving the claims at issue.

11. Pursuant to these discussions, Plaintiffs' Counsel requested and obtained discovery related to, among other things, the number of individuals impacted by the Data Incident, as well as the type of information that was potentially compromised. During these discussions ZOLL also provided information about the nature of the medical device in use and the shrinking class size due to the growing number of deaths in the patient population.

12. Obtaining this discovery enabled Plaintiffs' Counsel to prepare for well- informed negotiations. Class Counsel and counsel for ZOLL attended an in-person mediation session with Mike Ungar of UB Greensfelder on November 18, 2025. Mr. Ungar has substantial experience in mediating and resolving complex class actions, including data breach class action settlements.

13. While the Parties were unable to reach an agreement during the in-person mediation, both sides continued negotiating over the months that followed, and on February 3, 2026, the Parties were able to reach a settlement in principle. Following this agreement, the Parties continued negotiating certain details of the settlement, ultimately resulting in the agreement to settle on the terms memorialized in the Settlement Agreement.

14. At all times, the Parties' negotiations were hard-fought and conducted at arm's length.

15. Except for acknowledging that any reasonable attorneys' fees, costs, expenses, or Service

Awards approved by the Court would be paid from the Common Fund, the Parties did not discuss the payment of attorneys' fees, costs and expenses, or Service Awards until after all of the substantive terms of the Settlement were agreed upon.

16. Based on my investigation into this case and my experience with and knowledge of the law and procedure governing the claims at issue, it is my belief that the Proposed Settlement represents a just and favorable outcome for the Proposed Classes given the expense, risks, inconvenience, and uncertainty of continued litigation, including the time and costs associated with additional motion practice, trial, and any eventual appeal(s). Further, the Settlement recognizes the types of data that were potentially compromised and the continuing shrinking of the class size.

17. The Proposed Settlement secures meaningful relief for Class Members, including a monetary recovery for each and every Class Member who submits a claim.

18. The Settlement was designed to minimize the burden of submitting a claim, including by allowing claim forms to be submitted through physical mail or online submission. And the Settlement employs a weighted allocation of the Net Settlement Fund to ensure that Class Members are treated equitably, by allowing members of the SSN Subclass to receive a greater share to account for the relatively greater level of harm they suffered.

19. Throughout the history of this litigation, Plaintiffs' Counsel has been fully and unequivocally committed to this Litigation and the time-consuming task of prosecuting this litigation to conclusion, including to and through trial if necessary. And throughout the litigation, Plaintiffs' Counsel was challenged by the highly experienced and skilled counsel for ZOLL, who stood ready to deploy substantial resources to defend against Plaintiffs' Claims.

20. I am confident in the strength of Plaintiffs' case; however, I am also pragmatic about the

risks and challenges associated with prolonged litigation, including uncertainties litigating the case through class certification, summary judgment, and possible appeals. The negotiated Settlement provides an exceedingly fair and reasonable recovery for Settlement Class Members without the further risk attendant to litigation. In reaching this conclusion, I considered the benefits delivered by the Settlement in comparison to the relief obtained in similar data breach settlements across the country and found the relief obtained here in line with those settlements.

21. Named Plaintiffs have stayed informed about this Litigation and spent substantial time and effort protecting the proposed Class's interests. Moreover, Named Plaintiffs have no conflicts with the respective subclasses they seek to represent.

22. The execution of the Notice Plan so far has demonstrated, in my view, that the Class views the Settlement favorably. While one person has objected to the Settlement and eight have excluded themselves, EisnerAmper has received a total of 48,767 claim submissions as of August 25, 2026, representing a 5.75% claims rate. *See* **Exhibit 1**, Declaration of Ryan Aldridge Regarding Notice and Settlement Administration ¶ 14. In my experience, that is an excellent claims rate in this type of litigation.

23. Based on my investigation into this case and experience with and knowledge of the law and procedure governing the claims of Plaintiffs and the Settlement Class, it is my belief that this is a fair, reasonable, and adequate, and that Settlement is in the best interests of the Class Members.

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

Executed this 27th day of August 2026 in Winston-Salem, North Carolina

/s/ Jean S. Martin
Jean S. Martin

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ROBERT SMITH, on behalf of himself and all others similarly situated, Plaintiff, v. ZOLL MEDICAL CORPORATION, Defendant.	Case No. 1:23-cv-10575-IT

DECLARATION OF RYAN ALDRIDGE REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

I, Ryan Aldridge, hereby declare and state as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Partner with the Court-appointed Settlement Administrator, Eisner Advisory Group, LLC ("EisnerAmper"). EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our partners.

II. BACKGROUND

3. ***Preliminary Approval***. On May 5, 2026, the Court entered its Order Directing Class Notice and Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"), which

preliminarily approved the Settlement Agreement and appointed EisnerAmper as Settlement Administrator. Following preliminary approval, EisnerAmper began to implement and coordinate the notice program set forth in the Settlement Agreement and the Preliminary Approval Order.

4. ***The Purpose of this Declaration.*** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement and the Court's Preliminary Approval Order.

III. CLASS ACTION FAIRNESS ACT NOTICE ("CAFA NOTICE")

5. On May 15, 2026, pursuant to 28 U.S.C. § 1715, EisnerAmper, on behalf of Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. States, the District of Columbia, and the U.S. Territories, as well as the Attorney General of the United States. To date, EisnerAmper has not received any objection or other response from any Attorney General. A copy of the CAFA Notice and mail list are attached as **Exhibit A**.

IV. CLASS NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EisnerAmper maintains a database of 847,809 Settlement Class Members (the "Notice List"), which was used to effectuate the notice program. Defendant represented that the estimated total size of the Settlement Class was approximately 850,000 individuals, of which approximately 200,000 are members of the SSN Subclass. Following preliminary approval, Defendant provided EisnerAmper with the Settlement Class List, and, after reviewing, processing, and deduplicating the data, EisnerAmper determined that the Settlement Class Member population consists of 847,809 unique records used for purposes of the notice program of which 245,257 are members of the SSN Subclass.

7. ***Mail Notice.*** EisnerAmper coordinated and caused the Summary Notice, in the form of a postcard ("Postcard Notice"), to be mailed via United States Postal Service ("USPS") First-Class Mail to Settlement Class Members for whom a mailing address was available. The Postcard Notice included (a) a

"tear-off" Claim Form with prepaid return postage; (b) the web address to the case Settlement Website for access to additional information; (c) a description of the Settlement Class Member's rights and options under the Settlement, including the ability to submit a claim, opt out, or object, and the dates by which to act on those options; and (d) the date of the Final Approval Hearing. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

8. ***Mailing Address Validation.*** Prior to mailing, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS. In addition, the addresses were certified through the Coding Accuracy Support System ("CASS") to uphold zip code precision and verified through Delivery Point Validation ("DPV") to confirm address accuracy. Where NCOA provided a more current mailing address, EisnerAmper updated the address accordingly.

9. ***Mail Notice Delivery.*** In the initial mailing campaign, EisnerAmper executed mailings to 839,190 Settlement Class Members that passed address validation. EisnerAmper conducted skip tracing on the 8,619 records that did not pass address validation and executed mailings for 4,011 of those records. EisnerAmper also executed supplemental mailings for 90,054 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 14 below.

10. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box for the Settlement Program:

ZOLL Data Settlement

P.O. Box 4089

Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit Claim Forms, exclusion requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

11. ***Settlement Website.*** On June 4, 2026, EisnerAmper published the Settlement Website, available at www.HeartDeviceDataSettlement.com. Visitors to the Settlement Website can review and download the Long Form Notice, the Claim Form, and other relevant documents, including the Settlement Agreement, the Preliminary Approval Order, and Plaintiffs Motion for Attorney Fees, Expenses, and Service Awards (available July 21, 2026). Visitors are also able to submit claims electronically, review important dates and deadlines, obtain answers to frequently asked questions, and access contact information for the Settlement Administrator. As of August 25, 2026, the Settlement Website received 25,553 unique visits.

12. ***Toll-Free Number.*** On June 4, 2026, EisnerAmper established a dedicated toll-free telephone number, 1-844-518-0188, available 24 hours per day, seven days per week. The hotline utilizes an interactive voice response ("IVR") system through which Settlement Class Members can obtain essential Settlement information and may leave a voicemail to receive a return call from the Settlement Administrator. The toll-free number appeared in the Notices and in multiple locations on the Settlement Website and will remain active through the close of the notice program.

13. ***Email Support.*** EisnerAmper established a dedicated email address, info@HeartDeviceDataSettlement.com, to provide Settlement Class Members an additional means to submit questions and requests to the Settlement Administrator.

V. NOTICE PROGRAM REACH

14. ***Notice Reach Results.*** Through the notice procedures described above, EisnerAmper attempted to deliver direct Notice to 843,201 (99.46%) Settlement Class Members. As of August 25, 2026,

the notice program reached a total of 750,188 (88.49%)[1] Settlement Class Members.[2] Table 1 below summarizes the dissemination and reach statistics for the notice program.

Table 1: Direct Notice Reach Results		
Description	**Volume**	**Percentage**
Settlement Class Members	847,809	100.00%
Initial Notice Mailing		
(+) Total Postcards Mailed	843,201	99.46%
(-) Total Postcards Returned as Undeliverable	165,854	19.56%
Supplemental Notice Mailing		
(+) Total Postcards Re-Mailed	90,054	10.62%
(-) Total Re-Mailed Postcards Undeliverable	17,213	2.03%
Direct Notice Program Reach		
(=) Received Direct Notice	**750,188**	**88.49%**

VI. CLAIM ACTIVITY

15. ***Claim Intake and Processing.*** The online claim submission feature was available beginning June 4, 2026. As of August 25, 2026, EisnerAmper has received a total of 48,767 claim submissions, which approximates a 5.75% claims rate. Table 2 below provides a summary of the benefits claimed.

Table 2: Claim Summary by Category (August 25, 2026)	
Benefit	**Claimed**
Out-of-Pocket Losses Claimed	125
Out-of-Pocket Losses Amount Claimed	$254,603.38
Pro Rata Cash Payment Claimed	48,583

EisnerAmper will continue to intake and analyze claims submitted by the claims filing deadline of September 2, 2026, and anticipates that the claims rate will rise as additional claims are submitted. Prior to

[1] The linchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%. *See 2010 Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. Here, the notice effort reached 88.49% of the Settlement Class Members.

[2] A Settlement Class Member is considered "reached" by direct Notice if a Postcard mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

the Final Approval hearing, EisnerAmper anticipates submitting to the parties a supplemental declaration that reports on claims received, the disposition of claims, and the estimated *pro rata* payment by subclass.

VII. EXCLUSIONS AND OBJECTIONS

16. ***Exclusions (Opt-Outs) Received.*** The deadline to submit a request for exclusion was August 3, 2026. As of August 25, 2026, EisnerAmper has received eight (8) requests for exclusion from Settlement Class Members. A list of the Settlement Class Members who submitted timely and valid requests for exclusion is attached hereto as **Exhibit C**.

17. ***Settlement Objections.*** The deadline to object to the Settlement was August 3, 2026. As of the objection deadline, EisnerAmper received zero (0) objections from Settlement Class Members and is aware of one (1) objection filed directly with the Court.

CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Massachusetts that the foregoing is true and correct. Executed on this 27th day of August 2026, in Baton Rouge, Louisiana.

Ryan Aldridge

Ryan Aldridge

EXHIBIT A

EISNERAMPER

EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

VIA U.S. MAIL

Date: May 1, 2026

To: All "Appropriate" Federal and State Officials Per 28 U.S.C. § 1715

Re: CAFA Notice for the proposed Settlement in *Smith v. Zoll Medical Corporation*, Case Number: 1:23-cv-10575-IT, pending in the United States District Court for the District of Massachusetts.

Pursuant to Section 3 of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, Defendant ZOLL Medical Corporation hereby notifies you of the proposed Settlement filed on April 23, 2026 in the above-captioned action (the "Action"), currently pending in the United States District Court for the District of Massachusetts, (the "Court") regarding 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. Defendant denies each and every claim and contention alleged against it in the Complaint and Consolidated Class Action Complaint. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. In particular, ZOLL denies that any information potentially impacted in the Data Incident was ever published or misused.

Defendant addresses the eight items required by 28 U.S.C. § 1715(b) below, and all exhibits are available for review on the enclosed CD:

1. 28 U.S.C. § 1715(b)(l) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

   The Class Action Complaint is available as **Exhibit A** and the Consolidated Class Action Complaint is available as **Exhibit B.**

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

   There are no scheduled judicial hearings at this time.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

   Copies of the proposed Summary Notice and Long Form notice are available as **Exhibits C and D**, respectively.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

   The Settlement Agreement is available as **Exhibit E.**

EISNERAMPER

EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendant.

   There is no settlement or other agreement contemporaneously made between Class Counsel and Counsel for Defendant.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

   The Court has not entered a final judgment.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

   A count of the number of Settlement Class Members by state is available as **Exhibit F.** The Settlement provides for a $3,500,000.00 Settlement Fund. Settlement Class Members may submit a claim for reimbursement for Out-of-Pocket Monetary Losses of up to $5,000.00 and a *pro rata* cash payment, subject to a *pro rata* increase or decrease based on total claims filed. Settlement Class Members whose Social Security numbers were impacted will receive two *pro rata* shares per Valid Claim, and Settlement Class Members whose Social Security numbers were not impacted will receive one *pro rata* share per Valid Claim. The proportionate share of the settlement amount that each Settlement Class Member is eligible to receive is dependent upon certain matters to be determined by the Court at the Final Approval Hearing (including, for example, the amount of the attorneys' fees and litigation costs, if any, to award to Class Counsel and the amount of any Service Award to the Class Representatives), whether certain Settlement Class Members cannot be located, and certain other matters that will not be known until the time of the Final Approval Hearing (including, for example, the number of putative class members that request exclusion from the Action).

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

   The Court has not issued any relevant opinions or orders at this time.

EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

If you have any questions about this notice, the Action, or the enclosed materials, please contact the undersigned below.

Sincerely,

Ryan Aldridge

Ryan Aldridge
Ryan.Aldridge@eisneramper.com
Eisner Advisory Group, LLC ("EAG") as *Settlement Administrator*

CAFA Notice Service List

Smith v. Zoll Medical Corporation, Case No. 1:23-cv-10575-IT (United States District Court, District of Massachusetts)

Name1	Name2	Address1	Address2	Address3	City	State	Zip
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106
Office of the Attorney General		441 4th Street NW, Suite 1100S			Washington	DC	20001
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Tamuning	GU	96913
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202
Office of the Attorney General		6 State House Station			Augusta	ME	04333
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102
Office of the Attorney General		Administrative Building	PO Box 10007		Saipan	MP	96950
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General		33 Capitol Street			Concord	NH	03301
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
Office of the Attorney General		The Capitol			Albany	NY	12224-0341
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802
Office of the Attorney General		109 State Street			Montpelier	VT	05609
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002

EXHIBIT B

Smith et al. v. ZOLL Medical Corporation

Claim Form — Settlement Claim ID: [Claim ID]

Claims must be postmarked or submitted online no later than September 2, 2026.

Contact Information (Please fill in completely.)

Full Name: ____

Address: ______________________ City: ________________ State: ______ Zip Code: __________

Email Address: ____

Monetary Compensation: If you want to submit a claim for an Out-of-Pocket Loss Payment, visit www.HeartDeviceDataSettlement.com to submit your Claim Form and supporting documentation online or download a Claim Form to complete and return by mail.

You can also opt to receive a *Pro Rata* Cash Claim Payment.

Pro Rata Cash Claim Payment: Do you want a *Pro Rata* Cash Claim payment? (check the box) ☐ **Yes** ☐ **No**

Our records indicate that you [are][not] an SSN Subclass Member because your Social Security number was [not] impacted in the Data Incident. The *Pro Rata* Cash Claim Payment is estimated at $100 for SSN Subclass Members and $50 for Non-SSN Subclass Members. This value may be increased or decreased after payments for Valid Claims, settlement administrative costs, Service Awards, and attorneys' fees and expenses are deducted from the Settlement Fund.

Select one of the following payment methods: ☐ ***PayPal** ☐ ***Venmo** ☐ ***Zelle** ☐ **Check**

*Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account:

____

I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form is true.

Signature: ______________________ Date (mm/dd/yyyy): ________________

Postal Service: Do Not Mark or Cover Barcode

RP15

Court Approved Legal Notice

This is an important notice about a class action lawsuit.

ZOLL Data Settlement
P.O. Box 4089
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [CLAIM ID]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO.416 BATON ROUGE, LA

POSTAGE WILL BE PAID BY ADDRESSEE

ZOLL DATA SETTLEMENT
PO BOX 4089
BATON ROUGE LA 70821-9865

United States District Court, District of Massachusetts

Smith et al. v. ZOLL Medical Corporation, Case No. 1:23-cv-10575

Class Action Settlement Notice

Authorized by the U.S. District Court
District of Massachusetts

Your information may have been exposed in a data breach experienced by ZOLL Medical Corporation.

There is a $3,500,000.00 cash settlement of a lawsuit. You may be entitled to money.

To be part of this settlement, you can respond by September 2, 2026. You can visit www.HeartDeviceDataSettlement.com to learn more.

Key things to know:

- This is an important legal document.
- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue ZOLL Medical Corporation about the same issues.
- If you have questions or need assistance, please call 1-844-518-0188.
- You can learn more at www.HeartDeviceDataSettlement.com or by scanning the QR code.

EXHIBIT C

Smith et al. v. ZOLL Medical Corporation - Exclusions					
Count	**Submitted Date**	**Claim ID**	**First Name**	**Last Initial**	**State**
1	6/23/2026	LTN-1952802	Georgetta	A.	NC
2	7/3/2026	MSW-1958529	Barbara	K.	NJ
3	7/14/2026	CGQ-1392817	Barbara	H.	FL
4	7/22/2026	GGD-1535462	Kenneth	K.	TX
5	7/21/2026	SHN-1194497	Gary	D.	TX
6	7/28/2026	ZSZ-1961616	Philip	M.	WV
7	7/30/2026	JBZ-1167863	Donna	W.	VA
8	7/30/2026	VWW-2555007	Thomas	H.	MO