

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

Through their undersigned counsel, Plaintiffs Simona Opris, Adrian Adam, and Britney Richardson, (collectively, Plaintiffs) respectfully move this Court for Final Approval of Class Action Settlement that this Court preliminarily approved in its Order dated March 2, 2023. (ECF No. 61). In support of this Motion, Plaintiffs refer the Court to the attached memorandum of law and the Joint Declaration of Kelly K. Iverson and Kenneth J. Grunfeld and the related exhibits.

Dated: July 24, 2023.

Respectfully Submitted,

/s/Kenneth J. Grunfeld

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

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## INTRODUCTION

Plaintiffs<sup>1</sup> Simona Opris, Adrian Adam, and Britney Richardson, (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, respectfully move for Final Approval of the proposed Class Action Settlement Agreement (“Settlement” or “SA”), attached as *Exhibit A*, which will resolve all claims against Defendant Sincera Reproductive Medicine (“Sincera” or “Defendant”). Final Approval should be granted because the Settlement provides substantial relief for the Settlement Class, including Total Settlement Compensation worth up to \$1,200,000 and not less than \$800,000, which consists of: (1) Cash Payments of \$150 to compensate Settlement Class Members for harm associate with the Data Incident for (subject to a *pro rata* increase or decrease); and (2) reimbursement of Out-of-Pocket Expenses to each Settlement Class Member who files an Approved Claim. Settlement Class Members may recover a combined total of \$2,000 in Cash Payments and reimbursement for Out-of-Pocket Expenses. The Settlement terms are well within the range of reasonableness and granting Final Approval is consistent with applicable law.

Pursuant to the Court’s Preliminary Approval Order, Notice was sent to Settlement Class Members to notify them of the proposed Settlement, as well as CAFA Notice to the Attorney General of the U.S., the Attorneys General of each of the 50 states, and all other required recipients. ECF No. 61. Thus far, the Notice results are overwhelmingly positive. *See* Joint Declaration of Class Counsel (“Joint Decl.”), attached as *Exhibit B*, ¶ 10. To date, not a single member of the Settlement Class has objected in any respect to the Settlement, and none have opted-out. *See*

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms have the same definitions as those set forth in the proposed Settlement Agreement (“Settlement Agreement,” “Settlement,” or “SA”). ECF No. 57-2.

Declaration of Derek Smith from KCC Class Action Services, LLC (“Smith Decl.”), attached as *Exhibit C*, ¶¶ 13-14.

As detailed in this memorandum below, the Settlement easily satisfies all the criteria for Final Approval. Accordingly, Plaintiffs respectfully request entry of a Final Approval Order: (1) granting Final Approval to the Settlement; (2) certifying the Settlement Class, for settlement purposes, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3); (3) appointing Plaintiffs as Settlement Class Representatives; (4) appointing as Settlement Class Counsel the attorneys previously appointed in the Preliminary Approval Order; (5) approving payment of the Settlement Administration Costs out of the Total Settlement Compensation ; and (6) entering Final Judgment dismissing the Litigation and reserving jurisdiction over the Settlement implementation.

### **STATEMENT OF FACTS**

#### **I. Procedural and Factual Background.**

This matter is a putative class action arising from a Data Incident whereby an unauthorized third-party gained access to Sincera’s data environment between August 10, 2020 and September 13, 2020, resulting in potential exfiltration of patients’ protected health information (“PHI”) and personal identifying information (“PII”). ECF No. 15, ¶¶ 36–48. The Data Incident impacted approximately 38,000 patients of Sincera. ECF No. 15, ¶ 43.

On June 1, 2021, Plaintiffs filed a Class Action Complaint in the Court of Common Pleas for Philadelphia County against Sincera, asserting claims for negligence, breach of fiduciary duty, violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. §§ 201-1, *et seq.*, and declaratory relief. ECF No. 1. Sincera removed Plaintiffs’ complaint to the Eastern District of Pennsylvania on July 9, 2021. *Id.* Plaintiffs then filed the operative Amended Complaint on August 31, 2021, asserting additional negligence *per se* and breach of



confidence claims against Sincera. ECF No. 15. Sincera moved to dismiss the Amended Complaint for failure to state a claim on September 14, 2021, which this Court denied in part and granted in part on May 24, 2022. ECF No. 17, 29, & 30. In its Order and Opinion dated May 24, 2022, this Court found that Plaintiffs had stated claims for negligence, breach of fiduciary duty/breach of confidences, violations of the UTPCPL, and declaratory judgment, but not for negligence *per se* under the Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. §§ 1320(d) *et seq.* ECF No. 29, 30. Sincera answered the Amended Complaint on June 13, 2022, denying Plaintiffs’ asserted claims. ECF No. 32.

The Parties engaged in substantial discovery and briefed numerous discovery disputes related to Plaintiffs’ claims. More specifically, in response to interrogatories, requests for production of documents, and requests for admissions, Sincera produced thousands of pages of documents. This production included Sincera’s organizational charts, privacy-related policies and consent forms, cybersecurity policies, IT policies, training materials, letters and documents sent to state regulators, consumer notice letters, and call center escalation logs. The productions also included Sincera’s complete files on the named Plaintiffs, the report Sincera sent to the United States Department of Health and Human Services, Office for Civil Rights Division, and attached documents with regard to the investigation, remediation, and subsequent actions taken by Sincera in response to the Data Incident.

On September 28, 2022, Plaintiffs’ counsel asked for Sincera’s consent to file a Second Amended Complaint, which Sincera refused. Plaintiffs thereafter drafted a motion for leave to amend their complaint to add two additional plaintiffs, Diptesh Patel and Payal Patel. However, before Plaintiffs moved for leave to amend their Amended Complaint, given the substantial time and resources it would take to litigate the action through summary judgment and class certification,

Plaintiffs provided Sincera with a confidential settlement demand on September 29, 2022. Following the confidential settlement demand, Sincera agreed to engage in settlement talks overseen by a mediator. The Parties subsequently moved the Court for a stay of the case, which the Court granted on October 4, 2022. ECF No. 48, 51.

## **II. Negotiation of the Proposed Settlement Agreement.**

On November 4, 2022, the Parties engaged in a day-long mediation session overseen by the Honorable Diane M. Welsh (Ret.). ECF No. 63, ¶ 16. The mediation session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed settlement, which if finally approved by the Court, will resolve all claims in the litigation. *Id.* The Parties then worked towards drafting and finalizing the Settlement Agreement. They further agreed that KCC would serve as the Settlement Administrator. *Id.* ¶ 17. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits, reaching a final set of documents on or around January 11, 2023, and the Settlement Agreement was subsequently fully executed by all Parties. *Id.* In exchange for the consideration set forth in the Settlement Agreement, all Settlement Class Members who did not exclude themselves from (*i.e.*, opt out of) the Settlement will release their claims. If finally approved by the Court, the Settlement will result in the release of all claims against Sincera related to the Data Incident.

Plaintiffs moved for preliminary approval of the proposed Settlement, which the Court granted the Plaintiffs' Motion for Preliminary Approval of the Settlement on March 1, 2023 and amended the Order on March 2, 2023. *See* ECF Nos. 57, 60, 61. In its preliminary approval order, the Court: (1) preliminarily approved the Settlement as fair, reasonable, and adequate; (2) conditionally certified the Settlement Class; (3) appointed Settlement Class Counsel and Plaintiffs

as Settlement Class Representatives; (4) approved the Notice and notice plan; and (5) scheduled a Final Approval Hearing. ECF No. 61.

### **III. Terms of the Proposed Settlement Agreement.**

#### **A. The Proposed Settlement Class.**

The Proposed Settlement Class is defined as:

All Persons residing in the United States who were provided notice from Sincera that their information was involved in the Data Incident. As per the Settlement Agreement, “Person” is defined as a living natural person who is a resident in the United States.

SA § 1(v). The Settlement Class is coextensive with the class definition in the Amended Complaint. As of the June 23, 2023 Opt Out and Objection Deadlines, there have been no Settlement Class Members who have objected or excluded themselves from the Settlement. *See* Smith Decl. ¶¶ 13-14. Since the Opt Out and Objection Deadlines, there have been no belated objections or requests for exclusion from Settlement Class Members. *Id.*

#### **B. Compensation to Settlement Class Members.**

**Claims.** Under the Settlement, Settlement Class Members may file claims for both Cash Payments and Out-of-Pocket Expenses reasonably traceable to the Data Incident. Settlement Class Members will receive a Cash Payment of \$150 (subject to a *pro rata* increase or decrease) if they submit an Approved Claim attesting that they have suffered any harm associated with the Data Incident, including but not limited to the following types of harm: time spent dealing with the Data Incident, loss of confidences, loss of their PII/PHI, and/or emotional distress. SA § 3.2(c)(i). To receive a payment for Out-of-Pocket Expenses, Settlement Class Members must submit an Approved Claim with documentation and an affirmation that their claimed losses are due to the Data Incident. SA § 3.2(c)(ii). Settlement Class Members may recover up to \$2,000 in Cash Payments and reimbursement for Out-of-Pocket Expenses. *Id.* The final amount of Settlement

Class Members' Approved Claims will depend on numerous variables including the total number of Settlement Class Members who submit Approved Claims, the final Costs of Settlement Administration and the CAFA Notice, and the Amount of Court-approved Service Awards, and attorneys' fees, costs, and expenses.

**Payment Timing and Provisions for Residual Funds.** Within 60 days of the Effective Date, the Settlement Administrator will process the Approved Claims of Settlement Class Members' and later pay all Approved Claims according to the distribution plan discussed below. SA § 6(d). Settlement Class Members receiving a payment under the Settlement will have 120 days from the Effective Date to deposit any such payment. SA § 6(e). If Settlement Class Members have not deposited their settlement payments within 120 days of the Effective Date, the Settlement Administrator will contact any such Settlement Class Members, and if necessary, shall reissue their payments which shall be valid for 60 additional days. *Id.* After that time, any unaccepted monies will be deemed null and void as though never issued. *Id.* If any unclaimed funds remain 210 days after the Effective Date, the Parties will present the Court with a proposed plan of disbursement of any residual funds. SA § 6(f).

### **C. Non-Monetary Relief.**

The Settlement also provides another important benefit to the Settlement Class in the form of business changes that Sincera has made as a result of the Data Incident. SA § 3.4. Further, Defendant has provided a declaration to Settlement Class Counsel that confirms:

- When Regional Women's Health Group ("RWHG") first acquired Sincera, Sincera's information systems operated separately from RWHG's information systems.
- However, RWHG later integrated Sincera's information systems into RWHG's information systems.

- Following the Data Incident, the process of integrating Sincera's information into RWHG's information systems was completed, thus ensuring Sincera received the protection of RWHG data security measures.

*Id.*

**D. Dismissal and Release of Claims.**

In exchange for the proposed settlement consideration, upon the Effective Date of the Settlement, Plaintiffs and Settlement Class Members shall be deemed to have completely released and forever discharged any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Amended Complaint as to Defendant, its members and its parents, and each of its respective representatives, officers, agents, directors, affiliates, employees, doctors, insurers, attorneys, predecessors, successors and assigns. SA §§ 1(q), (r), (s), & 12.

**E. Settlement Administrator and Notice Plan.**

Following Preliminary Approval, the Settlement Administrator completed the notice plan set forth in the Agreement. *See* Smith Decl. ¶¶ 2-12. The notice plan was designed to reach as many Settlement Class Members as practicable. *See id.* The Notice included the required description of the material Settlement terms; the Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members may object to the Settlement; the Final Approval Hearing date and time; and the Settlement Website address at which Settlement Class members may access the Long Form Notice, Settlement Agreement, and other related documents and information. SA § 7; Smith Decl. at Exhibits C & D.

Pursuant to the Preliminary Approval Order, Sincera provided KCC with the Settlement Class List containing information sufficient to provide Settlement Class Members with direct notice. *See* Smith Decl., ¶ 2. The Settlement Class List contained the names and addresses of 37,902 Settlement Class Members. *See id.* KCC reviewed the data contained in the Settlement Class List, identifying and removing 208 duplicate records. KCC then processed the names and addresses through the United States Postal Service National Change of Address database. *Id.* Thereafter, on April 24, 2023, KCC implemented the notice plan, disseminating Postcard notice via U.S. mail to 37,694 potential members of the Settlement Class. *See id.* ¶¶ 7-8. Twelve Postcard notices were returned as undeliverable and KCC searched for available addresses and promptly remailed the returned Postcard notices. *Id.* ¶ 9. KCC received 32 requests from Settlement Class members for the Notice and Claim Form (“Notice Packet”) and promptly fulfilled those requests. *Id.* ¶ 10. A customary long-form Notice with more detail than the mailed Notice was also made available on the Settlement Website. *Id.* ¶ 7.

Further, on April 24, 2023, the Settlement Administrator established an informational Settlement Website, <https://sincerasettlement.com/>, allowing Settlement Class Members to obtain detailed information about the Action, the Settlement, and to review important documents, including the Long Form Notice, Settlement Agreement, Preliminary Approval Order, Amended Preliminary Approval Order, Motion for Attorneys’ Fees, and Declaration in Support of Motion for Attorneys’ Fees. *Id.* ¶ 7. The Final Approval Motion and Memorandum will also be posted to the website.

The Settlement Administrator also established a toll-free telephone number (1-855-663-1852) to allow Settlement Class members to call for additional information, listen to answers to FAQs, and to request a Long Form Notice be mailed to them. *Id.* ¶ 6. This automated phone

system is available 24 hours per day, 7 days per week. *Id.* The toll-free telephone number was prominently displayed in all notice documents. *Id.* As of July 20, 2023, there have been 220 calls to the toll-free telephone number. *Id.*

KCC searched for email addresses of Settlement Class Members who had not submitted Claim Forms as of June 21, 2023 in order to provide them with a reminder email (“Reminder Email”). *Id.* ¶ 11. KCC was able to obtain email addresses for 26,128 of those Settlement Class Members. *Id.* On June 29, 2023, KCC caused the Reminder email to be emailed to 48,453 email addresses, representing emails for 24,779 Class members who had not submitted claims by June 27, 2023. *Id.* Of the total 48,453 Reminder Emails sent, KCC received confirmation that 38,032 were delivered, for a delivery rate of 78.5%. *Id.*

Finally, in addition to the postcard and Long Form notice, Sincera provided Notice of the Settlement on its website and in its patient newsletter. *See* Joint Decl. ¶ 8.

As a result of the Notice Plan, it is estimated that more than 99% of the identifiable Settlement Class members received direct notice of the Settlement. Smith Decl. ¶ 12. The Class Notice here was the best notice practicable under the circumstances and fully complied with all requirements of due process under the United States Constitution. *See* Joint Decl. ¶ 10.

The deadline to submit an objection or opt out of Settlement occurred on June 23, 2023. To date, no Settlement Class member has objected to the Settlement and no Settlement Class Member has submitted a request for exclusion. Smith Decl. ¶¶ 13-14. KCC has received 4,008 Claim Forms. *Id.* ¶ 14. All Claim Forms have requested the \$150 Cash Payment. *Id.* Of those 4,008 claims, 85 have also requested Out-of-Pocket Losses. *Id.* KCC has reviewed the claimed Out-of-Pocket Losses and determined that 9 were supported by reasonable documentation. *Id.* For the unapproved claims for Out-of-Pocket Losses, KCC sent denial emails with requests for additional

supporting documentation. *Id.* To date, KCC has not received any additional supporting documentation for those denied claims. *Id.*

## ARGUMENT

### **I. The Court Should Grant Final Approval to the Settlement.**

Under Rule 23, a settlement must be “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Third Circuit’s traditional nine-factor class settlement fairness and reasonableness standard, as originally articulated in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), is:

(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; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

*Id.* (alterations omitted) (*quoting City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974)); *In re Pet Food Products Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010). The Court must make findings regarding the *Girsh* factors where appropriate. *Id.*

“The settling parties bear the burden of proving that the *Girsh* factors weigh in favor of approval of the settlement.” *Id.* (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995)). Further, the Third Circuit has reaffirmed the “overriding public interest in settling class action litigation.” *Id.* at 351 (*quoting In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir.2004); *see also Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010) (noting the “especially strong” presumption in favor of voluntary settlements in “class actions . . . where substantial judicial resources can be conserved by avoiding formal litigation.”)). The 2018 amendments to Rule 23(e) also formalize a list of core considerations for settlement approval which overlap with the *Girsh* factors such as: (1) whether



class representatives and class counsel have adequately represented the class, (2) whether the proposal was negotiated at arm's length, (3) whether the relief provided for the class is adequate, and (4) whether the proposal treats Settlement Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). Furthermore, the Court's Preliminary Approval Order "establishes an initial presumption of fairness . . . ." ECF No. 19 at \*4 (quoting *In re Gen. Motors*, 55 F.3d at 785 (3d Cir. 1995)).

The relevant *Girsh* factors support Final Approval. Plaintiffs structure the arguments below to track the elements specified in Rule 23(e)(2), and in doing so establish that the considerations in *Girsh* are met. The Class Representatives and Class Counsel adequately represent the Settlement Class. The Settlement was reached through well-informed, arm's length negotiations by competent and experienced counsel with an experienced mediator's assistance. See ECF No. 63 ¶¶ 16-17. The Settlement is reasonable and provides excellent relief for the Settlement Class. A review of the fairness, adequacy, and reasonableness factors demonstrates the Settlement fits well within the range of reasonableness, such that Final Approval is warranted. Finally, all Settlement Class Members are treated equitably relative to each other.

Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Plaintiffs and Settlement Class Counsel believe that the claims asserted are meritorious and that Plaintiffs would prevail if this Litigation proceeded to trial. Defendant argues that Plaintiffs' claims are unfounded, denies any potential liability, and up to the point of settlement here, has indicated a willingness to litigate those claims vigorously. The Parties concluded that the benefits of settlement in this case outweigh the risks and uncertainties of continued litigation, as well as the attendant time and expenses

associated with contested class certification proceedings and possible interlocutory appellate review, completing merits discovery, pretrial motion practice, trial, and final appellate review.

**A. Rule 23(e)(2)(A): The Settlement Class Representatives and Settlement Class Counsel Adequately Represent the Settlement Class.**

Plaintiffs' interests are coextensive with, and not antagonistic to, the Settlement Class' interests, because Plaintiffs and the absent Settlement Class Members have the same interest in the relief afforded by the Settlement, and the absent Settlement Class members have no diverging interests. Further, Plaintiffs are represented by qualified and competent counsel. Settlement Class Counsel possess extensive experience in prosecuting class actions, including cases involving data breaches, in courts throughout the United States. *See* ECF No. 63 ¶¶ 36-37; *see also* ECF Nos. 57-3, 57-4 (firm resumes). Settlement Class Counsel devoted substantial time and resources investigating and prosecuting this Litigation and have and will vigorously protect the Settlement Class's interests. *See* ECF No. 63 ¶ 34.

As a result of arm's length and good faith negotiations, the Parties reached a Settlement that Settlement Class Counsel believes, based on extensive experience litigating similar class actions like this one, to be fair, reasonable, and in the Settlement Class Members' best interests. *See* Joint Decl. ¶¶ 4-5. Settlement Class Counsel's assessment is entitled to considerable deference. *See e.g., In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F. Supp. 450, 543 (D.N.J. 1997), *aff'd*, 148 F.3d 283, 311 (3d Cir. 1998).<sup>2</sup> "Significant weight" should be given "to the belief

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<sup>2</sup> *See also Callahan v. Commonwealth Land Title Ins. Co.*, 1990 WL 168273, at \*16 (E.D. Pa. Oct. 29, 1990) ("a court should refrain from merely substituting its own judgment of the merits of a settlement for that of counsel intimately associated with the litigation and consequently far more able to weigh its relative strengths and weaknesses"); *Daniel B. v. O'Bannon*, 633 F. Supp. 919, 926 (E.D. Pa. 1986) ("the professional judgment of counsel involved in the litigation is entitled to significant weight"). Recommendations of experienced counsel are entitled to great weight in evaluating a proposed class action settlement.

of experienced counsel that settlement is in the best interest of the class, so long as the Court is satisfied that the settlement is the product of good faith, arms-length negotiations.” *In re American Family Enterprises*, 256 B.R. 377, 421 (D.N.J. 2000); *see also Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp. 2d 402, 414 (E.D. Pa. 2010).

**B. Rule 23(e)(2)(B): This Settlement Is the Product of Arm’s Length Negotiations.**

The Settlement is the result of intensive, arm’s length negotiations between experienced attorneys, aided by a well-respected mediator (Judge Diane M. Welsh (Ret.)), who are familiar with class action litigation and with the Litigation’s legal and factual issues. An independent neutral’s participation in negotiating a class action settlement is considered when evaluating arm’s length negotiations. *In re National Football League Players’ Concussion Injury Litig.*, 301 F.R.D. 191, 198-9 (E.D. Pa. 2014). The negotiations did not begin in earnest until after full briefing on a motion to dismiss, and after the exchange of substantial discovery between the Parties. *See* ECF No. 63 ¶¶ 7-15.

In negotiating this Settlement in particular, Settlement Class Counsel were also well-positioned to evaluate the strengths and weaknesses of Plaintiffs’ claims and Sincera’s defenses having the benefit of years of experience in litigating data breach class actions across the country involving similar claims. ECF No. 63 ¶¶ 36-37 and Exhibits A-B thereto. Settlement Class Counsel conducted a thorough investigation and analysis of Plaintiffs’ claims and engaged in sufficient informal discovery. *Id.* ¶¶ 7-14. Analysis of data provided concerning the scope of the Data Incident enabled an understanding of the evidence related to central questions in the Action, and prepared Class Counsel for well-informed settlement negotiations at mediation. *Id.*

**C. Rule 23(e)(2)(C): The Relief Provided to the Settlement Class Is Adequate.**

Review of the Rule 23(e)(2)(C) factors (and in conjunction *Girsh* factors 4-6 and 8-9) supports a determination that this Settlement is fair, adequate, and reasonable. Undoubtedly this Settlement is a fair and reasonable recovery for the Settlement Class in light of Sincera's defenses and the challenging and unpredictable litigation path Plaintiffs would have faced absent a settlement.

On this point, the reaction of the class to the settlement "is perhaps the most significant factor to be weighed in considering its adequacy." *Sala v. Nat'l R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989). Here, "the reaction of the Class to the Settlement weighs in favor of approving the Settlement." *In re Nat. 'l Football League Players' Concussion Injury Litig.*, 307 F.R.D. 351, 389 (E.D. Pa. 2015), *amended sub nom. In re Nat'l Football League Players' Concussion Injury Litig.*, 2:12-MD-02323-AB, 2015 WL 12827803 (E.D. Pa. May 8, 2015). To date, KCC has received no opt-out requests and no objections. Smith Decl. ¶¶ 13-14.

The complete lack of objections and opt-outs relative to the size of the Settlement Class consisting of approximately 38,000 members, supports Final Approval:

"In an effort to measure the class's own reaction to the settlement's terms directly, courts look to the number and vociferousness of the objectors." *Gen. Motors*, 55 F.3d at 812. Considering this factor from a somewhat different angle, the Third Circuit Court of Appeals has recognized the practical conclusion that it is generally appropriate to assume that "silence constitutes tacit consent to the agreement" in the class settlement context. *See Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1313 n. 15 (3d Cir.1993). By using these considerations as a gauge of class reaction to the Moark Settlement, the Court determines that the class reaction here favors settlement. Indeed, there were no objections filed to the Settlement and thus no negative feedback to the settlement.

*In re Processed Egg Products Antitrust Litig.*, 284 F.R.D. 249, 269 (E.D. Pa. 2012). As such, the "utter absence of objections from the class . . . militates strongly in favor of approval of the settlement." *Sala*, 721 F. Supp. at 83.

Plaintiffs and Settlement Class Counsel are confident in the strength of their case, but they are also pragmatic in their awareness of the various defenses available to Sincera, and the risks inherent to litigation. The risks of establishing liability and damages are significant in all data security cases, but particularly in cases involving facts such as these. Due at least in part to their cutting-edge nature and the rapidly evolving law, data security cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060-RMB-RLE, 2010 WL 2643307, at \*1 (S.D. N.Y. Jun. 25, 2010) (collecting data breach cases dismissed at the federal level at the Rule 12(b)(6) or Rule 56 stages). Establishing liability and damages at trial would require multiple experts’ extensive work and testimony. In addition, Defendant could present defenses it believes could bar recovery. The risks of continued litigation here are at the highest level and there is a genuine possibility that Plaintiffs could have failed to establish liability and damages through summary judgment and trial.

Moreover, even if Plaintiffs prevailed at trial, any recovery could be delayed for years by an appeal. *See Rivera v. Lebanon School Dist.*, No. 1:11-00147, 2013 WL 4498817 (M.D. Pa. Aug. 20, 2013) (noting appeal “could have delayed reimbursement to class members, as well as jeopardized their eventual recovery”); *Lipuma v. American Express Company*, 406 F. Supp. 2d 1298, 1322 (S.D. Fla. 2005) (likelihood that appellate proceedings could delay class recovery “strongly favor[s]” settlement approval). This Settlement provides substantial relief to the Settlement Class without further delay.

Courts have determined that settlements may be reasonable even where class members recover only part of their actual losses. *Cullen v. Whitman Medical Corp.*, 197 F.R.D. 136, 144 (E.D. Pa. 2000) (“Even if the proposed settlement only amounts to ‘a fraction of the potential recovery,’ it does not necessarily follow that the settlement ‘is grossly inadequate and should be

disapproved.’’). “The existence of strong defenses to the claims presented makes the possibility of a low recovery quite reasonable.” *Lipuma*, 406 F. Supp. 2d at 1323.

Courts also consider whether there are additional agreements between the Parties outside of the settlement that could cast doubt on the fairness or adequacy of the settlement. *See* Fed. R. Civ. P. 23(e)(2)(C)(iv). The Settlement here contains the Parties’ entire agreement on and understanding of the subject-matter at issue in the Action. SA § 14.9.

**D. Rule 23(e)(2)(D): The Settlement Treats Settlement Class Members Equitably.**

Since all Settlement Class Members are eligible to receive payments pursuant to the Settlement Agreement, this assures that all Settlement Class Members will be treated equitably. The distribution formula reflects that there are no subclasses, and no relevant differences between Settlement Class Members. *See* SA § 1(v).

**II. Certification of the Settlement Class Is Appropriate.**

The Court conditionally certified the Settlement Class at Preliminary Approval. ECF Nos. 60, 61. There is no reason to deviate from that ruling, and Plaintiffs respectfully request that the Court finally certify the Settlement Class. “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997). For purposes of this Settlement, Sincera does not oppose class certification. For the reasons set forth below, certification is appropriate under Rule 23(a) and (b)(3).

Certification under Rule 23(a) requires that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4)

the representative parties will fairly and adequately protect the interests of the class. Under Rule 23(b)(3), certification is appropriate if questions of law or fact common to the members of the class predominate over individual issues, and if a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Rule 23(a)(1) numerosity is easily satisfied because the Settlement Class consists of approximately 38,000 patients and former patients of Sincera, and joinder of all such persons is impracticable. *See* Smith Decl. ¶ 2. *See Steward v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (“No minimum number of plaintiffs is required to maintain a suit as a class action, but generally if the named plaintiff demonstrates that the potential number of plaintiffs exceed 40, the first prong of Rule 23(a) has been met.”).

“Commonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of class wide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (citation omitted). The Third Circuit has held “commonality” may be satisfied by *one* common issue. *In re Warfarin*, 391 F.3d at 527. Here, Rule 23(a)(2)’s commonality requirement is readily satisfied. There are common questions of law and fact which not only exist, but predominate through the Settlement Class, such as whether Defendant owed a duty and/or breached its duty to safeguard the PII and PHI of Plaintiffs and Settlement Class Members through the occurrence of the Data Incident. *See, e.g., Abubaker v. Dominion Dental USA, Inc.*, No. 119CV01050LMBMSN, 2021 WL 6750844, at \*3 (E.D. Va. Nov. 19, 2021); *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at \*4 (E.D. Pa. Sept. 24,

2019). Since this question of law and fact is common to all the Settlement Class Members, and would also generate common answers, the commonality requirement is met.

For similar reasons, Plaintiffs' claims are reasonably coextensive with those of absent Settlement Class Members, such that Rule 23(a)(3)'s typicality requirement is satisfied. The typicality inquiry, a low threshold, is "intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented." *Baby Neal v. Casey*, 43 F.3d 48, 57 (3d Cir. 1994). Typicality is satisfied where the class representative's claim arises from the same alleged wrongful conduct by the defendant. *In re Warfarin*, 391 F.3d at 532. Plaintiffs and the Settlement Class were subjected to the same Data Incident and claim to have suffered from the same injuries, and they will benefit equally from the Settlement relief. *Id.* at 531 ("The typicality requirement is 'designed to align the interests of the class and the class representatives so that the latter will work to the benefit of the entire class through the pursuit of their own goals.'"); *Dominion Dental*, 2021 WL 6750844, at \*3 (finding typicality satisfied where "Representative Plaintiffs, [and] other Settlement Class members were subject to the alleged data breach and have suffered the same types of injuries."). Plaintiffs and Settlement Class Counsel satisfy Rule 23(a)(4) adequacy of representation, which "serves to uncover conflicts of the interest between named parties and the class they seek to represent." *Amchem Products, Inc.*, 521 U.S. at 594. Adequacy is assessed by a two-prong test: (1) class counsel's qualifications and (2) whether there are conflicts of interest between the named plaintiff and the class. *In re Prudential*, 148 F.3d at 312. Both these components are satisfied, and the appointments should be confirmed for Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel, and Payal Patel as the Settlement Class Representatives, and Kelly K. Iverson and Patrick D. Donathen of Lynch Carpenter, LLP and



Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C. as Settlement Class Counsel. Settlement Class Counsel have worked to identify and investigate the claims, have the requisite experience in data breach fee class actions, know the applicable law, and have the resources committed to represent the Settlement Class. Fed. R. Civ. P. 23(g). They have also worked diligently to represent the Settlement Class pursuant to the Preliminary Approval Order. *See* ECF 61.

Rule 23(b)(3) certification of the Settlement Class is further proper because the predominance and superiority elements are readily met. The predominance inquiry “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 266 (3d Cir. 2009) (quoting *Amchem Products, Inc.*, 521 U.S. at 623-24). Further, it assesses whether a class action “would achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated.” Fed. R. Civ. P. 23(b)(3), Advisory Committee’s Note to 1966 Amendment. Here, liability questions common to all Settlement Class Members substantially outweigh any possible individual issues affecting a Settlement Class Member. All of the harm in this case arises from the same Data Incident, which materially impacted and harmed each Settlement Class Member and their PII and PHI under the same circumstances. *See Fulton-Green*, 2019 WL 4677954, at \*6 (“Because Accolade’s role in the data breach is at the heart of all of the plaintiffs’ claims, the plaintiffs have met their burden to show predominance for the purposes of conditional class certification.”).

Superiority “asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Warfarin*, 391 F.3d at 533-34 (internal quotation marks omitted). Rule 23(b)(3) identifies four superiority factors, the last of which is manageability, a matter of no concern with a settlement because there will be no trial. *Amchem Products, Inc.*, 51 U.S. at 620. The remaining Superiority factors are satisfied

here because (1) patients and former patients have not shown an interest in controlling the prosecution of their claims, this being the only case to address the Data Incident; (2) the claims are almost all identical as they stem from the same underlying incident; and (3) it is desirable to concentrate the litigation of these relatively small value individual claims in a single proceeding. *See. See Fulton-Green*, 2019 WL 4677954, at \*6.

Finally, the Third Circuit’s ascertainability requirement, which requires a showing that the class is defined based on objective criteria, and that there is a reliable and administratively feasible mechanism to confirm that Settlement Class Members fall within the class definition, is definitely met in this Litigation. *Byrd v. Aaron’s Inc.*, 784 F.3d 154, 163 (3d Cir. 2015). The Settlement Class Members are identifiable because they received a notice of data breach arising from the Data Incident, and readily available Sincera business records allowed for direct notice of the Settlement to the Settlement Class Members.

For these reasons, the Court should finally certify the Settlement Class.

**III. Notice to Class Members Was Adequate and Satisfies the Requirements of Rule 23 and Due Process.**

“The Notice Plan approved by this Court and carried out by the Settlement Administrator conforms with the procedural and substantive requirements of due process and Rule 23. Due process and Rule 23 require that Settlement Class Members receive notice of the settlement and an opportunity to be heard and participate in the litigation. *See* Fed. R. Civ. P. 23(c)(2)(B). The mechanics of the notice process are left to the Court’s discretion, subject only to the broad reasonableness standards imposed by due process.

Here, following the Court’s approval of the notice plan, the Settlement Administrator directed notice to the Settlement Class via direct mailnotice. Smith Decl. ¶¶ 2-12. A Long Form Notice was also available for Settlement Class Members who requested it, and it was posted on

the Settlement Website. *Id.* ¶ 7. To ensure that Notice reached as many Settlement Class Members as possible, the Settlement Administrator performed reasonable physical email and physical address checks for the initial Postcard Notice and the subsequent Reminder Email. *Id.* ¶¶ 2-12. Sincera itself further provide notice of the Settlement on its own website and in its own patient newsletter. *See* Joint Decl. ¶ 8.

All of the notices included important information about the Settlement, including how to opt-out or object, where to find more information about the Litigation, and how to contact Settlement Class Counsel. Smith Decl. ¶¶ 2-12 and Exhibits C & D. Additionally, the Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. *See id.* The design of the Class Notices followed principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov), and contain plain-language summaries of key information about Settlement Class Members’ rights and options. Joint Decl. ¶ 10. As required by Rule 23(e), the Notice generally described the Settlement in sufficient detail to alert Settlement Class Members to come forward to be heard and contained all of the critical information required to apprise Settlement Class Members of their rights. *Id.* Thus, the notice plan is adequate and provided sufficient detail to allow Settlement Class Members with adverse viewpoints to come forward and be heard.

The Federal Judicial Center states that a notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d ed. 2010).<sup>3</sup> Here, notice reached at least 99% of Settlement Class Members. Smith Decl.

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<sup>3</sup> This document is available at <https://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf>.

¶ 12. The Notice to the Settlement Class here was the best notice that is practicable and is equivalent or superior to notice campaigns approved in similar class action settlements. *Id.*

### **CONCLUSION**

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request that the Court: (1) grant Final Approval to the Settlement; (2) certify the Settlement Class for settlement purposes, pursuant to Federal Rule of Civil Procedure Rule 23(a) and 23(b)(3); (3) appoint Plaintiffs as Settlement Class Representatives; (4) appoint as Settlement Class Counsel the attorneys previously appointed in the Preliminary Approval Order; (5) approve payment of the Settlement Administration Costs to the Settlement Administrator pursuant to the terms of the Settlement Agreement; and (6) enter Final Judgment dismissing the Action and reserving jurisdiction over the Settlement implementation. A proposed Final Approval Order is attached hereto at ***Exhibit D***.

Dated: July 24, 2023.

Respectfully Submitted,

/s/ Kenneth J. Grunfeld

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*Counsel for Plaintiffs and the Settlement  
Class*

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated as of the last date of the signatures below (the “Settlement Agreement” or “Settlement”), is made and entered into by and among the following Settling Parties: (i) Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel and Payal Patel (collectively the “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below), by and through Kenneth J. Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP (collectively, “Settlement Class Counsel” or “Plaintiffs’ Counsel”); and (ii) Sincera Reproductive Medicine (“Sincera” or “Defendant”), for the benefit of all Released Parties (as defined herein), by and through the Defendant’s counsel of record, Mark S. Melodia, Paul Bond, Nipun J. Patel and Sophie L. Kletzien of Holland & Knight LLP (“Defense Counsel”). This Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve,

discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions hereof.

## **I. THE LITIGATION**

This matter is a putative class action (the “Litigation”) arising from a Data Incident (as defined below) whereby an unauthorized access to defendant Sincera’s data environment occurred between August 10, 2020 and September 13, 2020, resulting in potential exfiltration of certain protected health information (“PHI”) and personal identifying information (“PII”). This suit was originally brought by three Representative Plaintiffs in the Philadelphia Court of Common Pleas on June 1, 2021. On July 9, 2021, Sincera removed the action to the Eastern District of Pennsylvania [ECF No. 1] and filed its first Motion to Dismiss on July 16, 2021. [ECF No. 9]. In Response, Plaintiffs Opris, Adam, and Richardson filed a First Amended Complaint on behalf of themselves and a putative national class which sought declaratory judgment, injunctive relief, compensatory, statutory, treble damages, punitive damages, an award of attorneys’ fees and litigation expenses, and prejudgment interest. [ECF No. 15]. Plaintiffs asserted the following counts:

- Count One – Negligence;
- Count Two – Breach of Fiduciary Duty/Breach of Confidences;
- Count Three – Unfair Trade Practices and Consumer Protection Law (“UTPCPL”); and
- Count Four – Declaratory Judgment.

Sincera filed a renewed motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) on September 14, 2021, asserting the Plaintiffs failed to properly state a single cause of action. [ECF No. 40]. Following full briefing, the Court heard an in-person oral argument on December 16, 2021. [ECF No. 27]. On May 24, 2022, the Court denied Sincera’s motion to dismiss except



as to the subpart of one claim (Plaintiffs' theory of negligence *per se* for violation of HIPAA). [ECF No. 30]. Following the Court's ruling, Sincera filed its Answer to Plaintiffs' First Amended Complaint, denying all liability and any wrongdoing and asserting affirmative defenses. [ECF No. 31].

The Parties engaged in discovery and briefed discovery disputes before discussing the possibility of settlement, which in turn led to selection of a mediator, Judge Diane M. Welsh (Ret.) of Judicial Arbitration and Mediation Services. The Parties engaged in a full day of mediation on November 4, 2022. During the mediation, the parties reached an agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against Defendant in the Litigation. Thereafter, the Parties drafted this Settlement Agreement. This Agreement resulted from good faith, arm's-length settlement negotiations, including multiple rounds of offers, demands, and counteroffers among counsel for the Parties, and a supervised mediation with Judge Welsh.

## **II. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS**

The Representative Plaintiffs believe the Claims asserted in the Litigation have merit.

The Representative Plaintiffs and Settlement Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendant through motion practice, trial, and potential appeals. They also have taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

The Representative Plaintiffs and Settlement Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class

Members. They have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Sincera denies each and every claim and contention alleged against it in the Litigation and all charges of wrongdoing or liability alleged against it. Nonetheless, Defendant and its counsel have concluded that further continuation of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, by and through Settlement Class Counsel, and the Defendant agree that, subject to Final Approval by the Court, the Litigation, and the Released Claims shall be finally and fully compromised, settled, and released as to all Released Parties, and the Litigation shall be dismissed with prejudice as to all Settling Parties, with all rights of appeal being waived, provided that the Court approves this Settlement Agreement as written and such waiver of the right to appeal does not apply to the right of Settlement Class Counsel to appeal any award of their fees and costs that is less than what they applied for, upon and subject to the following terms and conditions of this Settlement Agreement.

#### **1. Definitions**

As defined in the Settlement Agreement, the following terms have the meanings specified below:

- a) **Approved Claim(s)** means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

- b) **CAFA Notice** refers to any notifications required to be made pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.A. § 1715.
- c) **Claim Form** or **Claim** means the form(s) Settlement Class Members must submit to be eligible for reimbursement under the terms of the Settlement, which is attached hereto as Exhibit F.
- d) **Claims Period** means the ninety (90) day period following the Notice Deadline by which Settlement Class Members must file Claims online or if by mail, the date by which the Claim must be postmarked.
- e) **Costs of Settlement Administration** means all reasonable and actual costs and expenses of the Settlement Administrator associated with or arising from settlement administration and Notice. The Costs of Settlement Administration shall be paid to the Settlement Administrator as set forth in this Agreement.
- f) **Court** means the United States District Court for the Eastern District of Pennsylvania.
- g) The **Data Incident** refers to the unauthorized access to Sincera's data environment which occurred between August 10, 2020 and September 13, 2020 and resulted in the potential compromise of Representative Plaintiffs' and Settlement Class Members' PII and PHI.
- h) The **Effective Date** of this Settlement is the day after the day that (i) the Settlement Agreement has been given Final Approval and (ii) either (a) the time to appeal has lapsed with no appeal taken or (b) all appeals have been finally resolved in favor of settlement.

- i) **Final Approval** means the entry of the order and judgment in the form set forth in Exhibit A, or substantially in that form, without any Material Changes, to the mutual satisfaction of the Settling Parties. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval constitutes all such orders.
- j) **Material Change** means any modification, amendment or revision to the terms of this Settlement Agreement that:
  - i. Changes the definition of “Settlement Class” or “Settlement Class Members”;
  - ii. Changes the amount of payment to Settlement Class Members;
  - iii. Provides for any distribution of payments without claims made as set forth in Section 3 hereof;
  - iv. Affects or is likely to affect the amount of Total Settlement Compensation;
  - v. Imposes obligations upon Sincera to comply with any measures for injunctive relief; or
  - vi. Reduces the release provided by Section 12 hereof, including by amendment of the terms “Released Claims”, “Released Parties” or “Releasing Parties”.
- k) **Notice** means notice of the proposed class action Settlement to be provided to Settlement Class Members.
- l) **Notice Deadline** shall be the date 60 days after entry of the Preliminary Approval Order, or the first business day after 60 days (if 60 days falls on a

Saturday, Sunday, or legal holiday) by which the Settlement Administrator shall provide Notice consistent with the form set forth in Exhibit C to the Settlement Class Members and establishment of a Settlement Website.

- m) **Objection Deadline** means sixty (60) days after the Notice Deadline.
- n) **Opt Out Deadline** means sixty (60) days after the Notice Deadline.
- o) A **Person** is a living natural person who is a resident in the United States.
- p) **Preliminary Approval** means the entry of an Order of Preliminary Approval in the form set forth in Exhibit B, or substantially in that form to the satisfaction of the Settling Parties.
- q) **Released Claims** means any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Litigation's operative complaint.
- r) **Released Parties** are defined as the Defendant, its members and its parents, and each of its respective representatives, officers, agents, directors, affiliates, employees, doctors, insurers, attorneys, predecessors, successors and assigns.
- s) **Releasing Parties** means the Representative Plaintiffs and All Settlement Class Members who do not timely and validly exclude themselves from the Settlement, and each of their assigns, beneficiaries, estates, heirs, and Settlement Class Counsel.

- t) **Service Awards** are defined as payments to Representative Plaintiffs for their service in bringing this Litigation.
- u) The **Settlement Administrator** is KCC Class Action Services LLC.
- v) The **Settlement Class** will be defined as “All Persons residing in the United States who were provided notice from Sincera that their information was involved in the Data Incident.” Excluded from the Settlement Class are (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; and (e) the Parties’ counsel in this Litigation. To provide notice and make available the benefits of this Settlement to the intended beneficiaries, Defendant shall send to the Settlement Administrator a settlement class list of individuals who were sent one or more notices related to the Data Incident, including each Settlement Class Member’s most current mailing address, to the extent that information is available; the Defendant, Class Counsel and the Settlement Administrator will work together in good faith to update, de-duplicate and otherwise check available records to arrive at a final settlement class list that is as accurate as reasonably possible.
- w) **Settlement Class Members** shall be Persons in the Class. It is estimated that there are approximately 38,000 Settlement Class Members.
- x) **Total Settlement Compensation** shall consist of payment by Sincera for all claims made by Settlement Class Members, subject to a cap of \$1,200,000.00, inclusive of class relief, Notice (including to Settlement

Class Members and pursuant to CAFA) and administration, Service Awards, and attorneys' fees and costs. In no event will the Total Settlement Compensation fall below \$800,000.00 or exceed \$1,200,000.00.

y) **Settlement Website** means the website that the Settlement Administrator will establish as soon as practicable following entry of Preliminary Approval, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, Complaint, and such other documents as Settlement Class Counsel and Sincera's counsel mutually agree to post, or that the Court orders posted, on the website. These documents shall remain on the Settlement Website at least 60 days after the Effective Date. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Sincera's counsel. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least 60 days after the Effective Date.

## **2. Settlement Class Certification**

2.1 The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided herein, will be vacated and the Litigation shall proceed as though the Settlement Class

had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

**3. Terms**

3.1 The Parties agree to resolve the pending Litigation as follows:

- a) Sincera shall pay for all Approved Claims made by Settlement Class Members, subject to a cap of \$1,200,000.00, inclusive of class relief, notice and administration, service awards, and attorneys' fees and costs. In no event shall Sincera pay less than \$800,000.00. The \$1,200,000.00 amount shall provide the following relief to the Settlement Class Members any one of whom is eligible to collect for one or more of the following settlement benefits.

3.2 Payments to Settlement Class Members. Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a payment under the Settlement.

- a) The Claims Period will run from 90 days after the Notice Deadline.
- b) Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked before midnight on the final day of the Claims Period. All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement.



1. Settlement Class Members submitting a Claim Form must submit an accurate and complete Claim Form, attested to under penalty of perjury, and supporting documentation as needed, to the Settlement Administrator.
  2. In its discretion, to be reasonably exercised, the Settlement Administrator will review all Claim Forms submitted. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim.
  3. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments after the Effective Date in accordance with the terms of this Agreement.
- c) The Settlement Administrator will pay Approved Claims in the following manner:
- i. Settlement Class Members will receive a payment of \$150.00 (“Cash Payment”) by filing a claim and submitting an attestation to the Settlement Administrator confirming that they believe that they have suffered any harm associated with the Data Incident, including but not limited to the following types of harm: time spent dealing

with the Data Incident, loss of confidences, loss of their PII/PHI, and/or emotional distress.

- ii. Settlement Class Members will be able to submit a claim for reimbursement for out-of-pocket losses (“Out-of-Pocket Expenses”) reasonably traceable to the Data Incident of up to \$2,000 per individual Settlement Class Member, inclusive of any claim for the Cash Payment under subsection (1). To claim this benefit, Settlement Class Members will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed losses are due to the Data Incident.
- d) To the extent the Total Settlement Compensation at the end of the Claims Period is less than the amount of \$800,000.00, the Approved Claims for Cash Payments or Out-of-Pocket Expenses shall all be increased in amount *pro rata*.
- e) To the extent the Total Settlement Compensation at the end of the Claims Period is more than the amount of \$1,200,000.00, the Approved Claims for Cash Payments or Out-of-Pocket Expenses shall all be decreased in amount *pro rata*.

3.3 Payment of Costs Associated with Administration of Settlement, Service Awards, Attorneys’ Fees, and Expenses of Litigation.

- a) **Costs of Settlement Administration.** As part of the Total Settlement Compensation, Defendant will pay the Costs of Settlement Administration.

The timing of the payment for the total projected Costs of Settlement Administration shall be made pursuant to this Agreement.

- b) **Service Awards.** As part of the Total Settlement Compensation, Defendant will pay costs of Court-approved Service Awards to the Representative Plaintiffs. The Service Awards shall be paid in the amounts as follows: \$2,500 each for Plaintiffs Simona Opris and Adrian Adam and \$1,000 each for Plaintiffs Britney Richardson, Diptesh Patel, and Payal Patel. The timing of the payment for the Service Awards shall be made pursuant to this Agreement. These Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, any potential recovery for the Representative Plaintiffs as Settlement Class Members.
- c) **Attorneys Fees' and Expense of Litigation.** As part of the Total Settlement Compensation, Defendant will pay Court-approved Settlement Class Counsel attorneys' fees, costs, and expenses, in amount not to exceed a combined total of up to one-third of the maximum Total Settlement Consideration of \$1,200,000.00.
- d) To the extent the Court does not approve the Service Awards or attorneys' fees and expenses in the full amounts herein, Defendant shall only pay the Court-approved amounts.
- e) Defendant also agrees to reasonably cooperate with Settlement Class Counsel on behalf of Representative Plaintiffs' efforts to expeditiously seek Preliminary and Final Approval.

- f) The Class agrees to release the Released Parties from any and all claims, as further defined herein as the “Released Claims.”

3.4 Cybersecurity Improvements. Defendant has provided a declaration to Settlement Class Counsel confirming the current cybersecurity policies and practices in place at Sincera and that:

- a) When RWHG first acquired Sincera, Sincera’s information systems operated separately from RWHG’s information systems.
- b) However, RWHG later integrated Sincera’s information systems into RWHG’s information systems.
- c) Following the Data Incident, the process of integrating Sincera’s information into RWHG’s information systems was completed, thus ensuring Sincera received the protection of RWHG data security measures.

#### **4. Preliminary Approval**

4.1 Settlement Class Counsel shall jointly file this Settlement Agreement to the Court along with a Motion for Preliminary Approval and Exhibits including the Settlement Agreement, Long and Short Form Notices, Claim Form, and proposed Orders Granting Preliminary and Final Approval. The motion for preliminary approval shall request that the Court: (a) preliminary approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class pursuant to Fed. R. Civ. P. 23; (c) approve the Settlement Administrator, notice program set forth herein, form and content of the Notice, and Claim Form; (d) approve the procedures set forth in this Settlement for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (e) stay all proceedings in the Litigation unrelated to the Settlement pending Final Approval of the Settlement; (f) stay and/or

enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning any Released Claims; (g) appoint Class Counsel and Settlement Class Representatives; and (h) schedule a Final Approval hearing at a date that provides sufficient time for the deadlines contemplated by this Settlement and that is convenient for the Court, at which time the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, as well as determine whether to approve Class Counsel's application for attorneys' fees, costs, expenses and Service Awards (the "Final Approval Hearing").

**5. The Settlement Timeline Prior to Final Approval**

- a) At least fourteen days before the Objection and Opt-Out Deadlines, Class Counsel shall submit a Motion for Attorney's Fees and Litigation Expenses ("Fee Petition").
- b) By the Notice Deadline, i.e., within sixty (60) days after Preliminary Approval, the Settlement Administrator shall provide Notice consistent with Paragraph 7 below to the Settlement Class Members and establish a settlement website. The Settlement Administrator shall also provide CAFA Notice as directed by that statute, at Defendant's expense, as part of the Total Settlement Compensation.
- c) Settlement Class Members shall have until ninety (90) days after the Notice Deadline to submit Claim Forms via the Settlement Website or may submit hard copies by USPS mail postmarked on or before the Claim Deadline, and consistent with the Claim Form attached in Exhibit F.

- d) Settlement Class Members shall have until sixty (60) days after the Notice Deadline to file any objections to the settlement, consistent with the requirements set forth in Paragraph 9, below.
- e) Settlement Class Members shall have until sixty (60) days after the Notice Deadline to opt out of the settlement. Any Settlement Class Member who files an opt out shall be excluded from the Settlement Class, and not obtain any benefit hereunder and will not be bound by the release herein. Each Settlement Class Member must opt out individually. No joint or *en masse* opt outs will be effective. Completed opt outs must be mailed to the Settlement Administrator.
- f) Within thirty (30) days of the Final Approval Hearing, Settlement Class Counsel shall submit a Motion for Final Approval to the Court for approval. As an attachment to this Motion, Proposed Settlement Class Counsel may submit an affidavit from the Settlement Administrator as to the provision of notice and the administration of the benefits offered by the Settlement.

**6. The Settlement Timeline Subsequent to Final Approval**

- a) Within ten (10) days after the Effective Date, Defendant shall provide the Settlement Administrator funds sufficient to pay the Total Settlement Compensation.
- b) Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Final Approval shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

- c) Within fourteen (14) days of the Effective Date, any Court-approved attorneys' fees and Service Awards will be paid by the Settlement Administrator.
  - i. Defendant shall not object to Class Counsel applying for attorneys' fees up to one-third of the maximum amount of the Total Settlement Compensation.
  - ii. Defendant shall not object to a request for Service Awards to the Representative Plaintiffs of: \$2,500 each for Plaintiffs Simona Opris and Adrian Adam and \$1,000 each for Plaintiffs Britney Richardson, Diptesh Patel, and Payal Patel.
- d) Within sixty (60) days of the Effective Date, the Settlement Administrator shall calculate the Total Settlement Compensation and pay all Approved Claims according to the *pro rata* plan set forth herein.
- e) Settlement Class Members must accept the deposit of all such payments within one hundred twenty (120) days of the Effective Date. The Settlement Administrator will contact any Settlement Class Member who has not cashed their settlement check or monies by that date, and to the extent necessary to effectuate the settlement payment, shall reissue the payment which shall be valid for sixty (60) days. After that time, any checks uncashed or monies not deposited after that time will be deemed null and void, as though never issued. However, such Class Members who make a claim but never actually access their award will still be deemed to have released the Released Parties.

- f) If, after Approved Claims are paid pursuant to Paragraphs 2 and 6, funds still remain unclaimed two hundred and ten (210) days after the Effective Date, the parties will present to the Court a proposed plan of disbursement for any such excess funds.
- g) The Court will retain jurisdiction over the settlement for one hundred twenty (120) days after either (a) all amounts due under the settlement have been paid, with no excess funds or (b) the proposed and approved plan of distribution of excess funds has been implemented.

**7. Notice to Settlement Class Members**

7.1 Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Settlement Class List.

7.2 Following Defendant's provision of the Settlement Class List to the Settlement Administrator, Notice to the Settlement Class shall be provided in the following manner by the Notice Deadline:

- a) A Notice consistent with Exhibit D shall be mailed by the Settlement Administrator. The Notice will advise Settlement Class Members of the allegations asserted in the Litigation, how to file a claim, how to exclude themselves from the Settlement, how to object to the Settlement, and the Settlement Website. If at any time, the Settling Parties have reason to believe that certain Settlement Class Members have not received mailed Notice, they may work in good faith to identify alternative means of contact.
- b) The Settlement Administrator shall post the Notice consistent with Exhibit C and Claim Form consistent with Exhibit F on the Settlement Website



Established by the Settlement Administrator. The Settlement Administrator shall also provide Settlement Class Members the ability to submit the information for the Claim Form electronically via the Settlement Website

7.3 In addition to the Notice by the Settlement Administrator identified in Section 7.2, the following additional Notice shall be provided:

- a) Defendant shall provide Notice of the Settlement on its website and in its patient newsletter. Defendant will provide a draft of the Notice to Plaintiffs' counsel for review in advance of distribution. Defendant shall provide the Notice identified in this paragraph no later than the Notice Deadline.
- b) The Settlement Administrator shall send a reminder Notice consistent with Exhibit E by email to Settlement Class Members, which emails shall be sent no sooner than 40 days before, and no later than 25 days before, the end of the Claims Period.

## **8. Opt Out Procedures**

8.1 The Notice shall include a procedure for Settlement Class Members to opt out from the Settlement by notifying, in writing, the Settlement Administrator of their intent to exclude themselves from the Settlement. Such written requests for exclusion must be postmarked no later than the Opt Out Deadline.

8.2 The written request for exclusion must include:

- a) The name of this Litigation or a decipherable approximation (*Opris et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS);

- b) The full name, address, and telephone number of a Class Member; or the full name, address, telephone number, relationship, and signature of the Settlement Class Member or of any individual acting on behalf of a Settlement Class Member;
- c) And the words “Opt-Out” or “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

8.3 The Settlement Administrator shall provide the Parties with copies of all opt-out requests on a weekly basis and a final list of all who have timely and validly excluded themselves from the Settlement, which Settlement Class Counsel may move to file with the Court no later than ten (10) days prior to the Final Approval Hearing.

8.4 Any Settlement Class Member who does not provide a timely request for exclusion, or who does not provide all information required by this Settlement to exclude himself or herself, shall be bound by the terms of the Settlement, including all releases in the Settlement.

## **9. Objection Procedures**

9.1 The Notice shall include a procedure for Class Members to object to the Settlement, Settlement Class Counsel’s request for attorneys’ fees, and expenses, and/or the application for Service Awards. Objections to the Settlement, Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or to the application for Service Awards must be filed electronically with the Court or mailed to the Clerk of the Court and the Settlement Administrator. For an objection to be considered by the Court, the objection must be: (a) filed by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court and the Settlement Administrator the addresses listed in the Notice and postmarked by no later than the Objection Deadline, as specified

in the Notice. Each Settlement Class Member desiring to object to the settlement shall submit a timely written notice of his or her objection.

9.2 Any objection must be in writing and must:

- a) Clearly identify the case name and number *Opris et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS;
- b) Include the full name, address, telephone number, and email address of the person objecting;
- c) Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);
- d) State whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;
- e) Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing; and
- f) Provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative.

9.3 Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

9.4 Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

9.5 The Settlement Administrator shall have the responsibility to provide all objections to the Court and counsel referenced above in paragraph 4.3 no later than fifteen (15) days following the Objection Deadline.

## **10. Final Approval**

10.1 Representative Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur, which shall be sufficiently far in advance to allow for the deadlines contemplated by this Settlement. By no later than 30 days prior to the Final Approval Hearing, Settlement Class Counsel shall file a motion for final approval of the Settlement. Settlement Class Counsel shall move for Court approval of attorneys' fees, costs, and expenses and for Service Awards no later than 14 days prior to the Objection Deadline. At the Final Approval Hearing, the Court will consider the motion for final approval of the Settlement, and Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel), who object to the Settlement and/or Settlement Class Counsel's Fee Application, costs, expenses, and/or Service Awards, provided the objectors filed timely objections that meet all of the requirements listed in this Settlement.

10.2 At or following the Final Approval Hearing, the Court will determine whether to enter Final Approval granting Final Approval of the Settlement, and whether to approve Class Counsel's Application for Attorney's Fees, costs, expenses, and Service Awards. The proposed Final Approval that will be filed with the Final Approval Motion shall be in a form agreed upon by Class Counsel and Sincera as set forth in Exhibit A attached hereto. Such proposed Final Approval shall, among other things:

- a) Determine that the Settlement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for Settlement purposes only;
- c) Determine that the Notice provided satisfied the Federal Rules of Civil Procedure and due process requirements;
- d) Dismiss all claims in the Complaint and Litigation with prejudice;
- e) Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from Final Approval;
- f) Release and forever discharged the Released Parties from the Released Claims as provided in this Settlement; and
- g) Reserve the Court's continuing and exclusive jurisdiction over Sincera and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

#### **11. Duties of the Settlement Administrator**

The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a) Obtaining the settlement class member list for the purpose of disseminating Notice to Settlement Class Members;
- b) Providing Notice to Settlement Class Members;
- c) Providing CAFA Notice;
- d) Establishing and maintaining the Settlement Website;
- e) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the

questions of Settlement Class Members who call with or otherwise communicate such inquiries timely;

- f) Responding to any Settlement Class Member inquiries timely;
- g) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h) Receiving requests to opt out and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class and Defendant's Counsel;
- i) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members and the approved fees and costs to Class Counsel;
- j) Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Claims and later, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to Settlement Claims and Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining from any funds paid by Defendant.

- k) In advance of the Final Approval Hearing, preparing an affidavit upon request to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted an Opt Out request; and
- l) Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

## **12. Releases**

As of the Effective Date, the Releasing Parties will be deemed to have been completely released and forever discharged the Released Claims as to the Released Parties.

## **13. Termination**

13.1 This Settlement Agreement may be terminated by either Class Counsel or Defendant for good cause by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and Defendant) after any of the following occurrences:

- a) Settlement Class Counsel and Defendant mutually agree to termination before the Effective Date;
- b) the Court rejects or declines to preliminarily or finally approve the Settlement;
- c) an appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without Material Changes by the Court on remand;

- d) the Court, or any reviewing appellate court, requires Material Changes to the Settlement Agreement, or the proposed Preliminary Approval Order, proposed Final Approval Order and Judgment; or
- e) the Effective Date does not occur.

13.2 If any of the events described in Paragraphs 13.1(b)–(e) occur, the Parties agree that they will engage in good faith negotiations to determine whether Court approval could be obtained through a mutually agreeable modification of the terms of this Settlement Agreement. However, in the event of a termination, as provided for in the Settlement, the Settlement shall be considered null and void; all of the Parties’ obligations under the Settlement shall cease to be of any force and effect; and any Court orders entered pursuant to this Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses; and the Parties shall return to the status quo ante in the Litigation, as if the Parties had not entered into this Settlement. In the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

#### **14. Miscellaneous Provisions**

14.1 No Person shall have any claim against any of the Released Parties or their counsel based on distributions of benefits made substantially in accordance with the Settlement Agreement and/or further order(s) of the Court.

14.2 Defendant has represented that there are approximately 38,000 members of the Settlement Class.

14.3 The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate



and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

14.4 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes, claims, and causes of action by and between them with respect to the Litigation in any way whatsoever. The Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith and at arms' length by the Settling Parties, and it reflects an agreement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

14.5 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is, or may be deemed to be, or may be used as, an admission or evidence of the validity, or lack thereof, of any Released Claim, wrongdoing, or liability of the Released Parties; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.6 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Modification of the Settlement Agreement following Preliminary Approval will require approval of the Court.

14.7 The Settling Parties may mutually agree, in their respective sole discretion, on revisions to the Notice to better effectuate the purposes of the settlement, even after Preliminary Approval, provided that the substance of the Notice is consistent with the Settlement Agreement and the Court's order directing Notice to the Settlement Class.

14.8 The Settling Parties may mutually agree, in their respective sole discretion, on any reasonable interpretation and implementation of the Settlement Agreement to better effectuate the purposes of the settlement.

14.9 This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire Settlement Agreement by, between, and among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and expenses.

14.10 Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Class pursuant to the Settlement Agreement to effectuate its terms. Settlement Class Counsel, on behalf of the Settlement Class, also are expressly authorized by Representative Plaintiffs to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class that Settlement Class Counsel deem appropriate.

14.11 Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such counsel or other person has the full authority to do so.

14.12 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

14.13 This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the Settling Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the Commonwealth of Pennsylvania.

**[THIS SECTION INTENTIONALLY LEFT BLANK.  
SIGNATURES ON FOLLOWING PAGE.]**

**WE AGREE TO THESE TERMS.**

Counsel for Plaintiffs Simona Opris,  
Adrian Adam, Britney Richardson,  
Diptesh Patel, Payal Patel:

Counsel for Defendant  
Sincera Reproductive Medicine:

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Kenneth J. Grunfeld  
**GOLOMB SPIRT GRUNFELD, P.C.**

1/31/2023  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Bond (*pro hac vice*)  
Mark S. Melodia (I.D. No. 53515)  
Nipun J. Patel (I.D. No. 208130)  
Sophie L. Kletzien (*pro hac vice*)  
**HOLLAND & KNIGHT LLP**

Date: \_\_\_\_\_

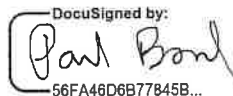
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Gary F. Lynch  
Kelly K. Iverson  
Patrick D. Donathen  
**LYNCH CARPENTER LLP**

Date: \_\_\_\_\_

**WE AGREE TO THESE TERMS.**

Counsel for Plaintiffs Simona Opris,  
Adrian Adam, Britney Richardson,  
Diptesh Patel, Payal Patel:

Counsel for Defendant  
Sincera Reproductive Medicine:

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Kenneth J. Grunfeld  
**GOLOMB SPIRT GRUNFELD, P.C.**

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Paul Bond (*pro hac vice*)  
Mark S. Melodia (I.D. No. 53515)  
Nipun J. Patel (I.D. No. 208130)  
Sophie L. Kletzien (*pro hac vice*)  
**HOLLAND & KNIGHT LLP**

Date: \_\_\_\_\_

1/31/2023  
Date: \_\_\_\_\_

\_\_\_\_\_  
Gary F. Lynch  
Kelly K. Iverson  
Patrick D. Donathen  
**LYNCH CARPENTER LLP**

Date: \_\_\_\_\_

**WE AGREE TO THESE TERMS.**

Counsel for Plaintiffs Simona Opris,  
Adrian Adam, Britney Richardson,  
Diptesh Patel, Payal Patel:


Counsel for Defendant  
Sincera Reproductive Medicine:

\_\_\_\_\_  
Kenneth J. Grunfeld  
**GOLOMB SPIRT GRUNFELD, P.C.**

\_\_\_\_\_  
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Nipun J. Patel (I.D. No. 208130)  
Sophie L. Kletzien (*pro hac vice*)  
**HOLLAND & KNIGHT LLP**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Gary F. Lynch  
Kelly K. Iverson  
Patrick D. Donathen  
**LYNCH CARPENTER LLP**

Date: 1/31/2023

# **Exhibit A**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**[PROPOSED] JUDGMENT AND FINAL APPROVAL**

**WHEREAS**, a Settlement Agreement, dated as of \_\_\_\_\_ (the “Settlement Agreement”), was made and entered into by and among the following Settling Parties: (i) Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel and Payal Patel (collectively the “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members, by and through Kenneth Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Patrick Donathen of the law firm Lynch Carpenter, LLP (collectively, “Settlement Class Counsel” or “Plaintiffs’ Counsel”); and (ii) Sincera Reproductive Medicine (“Sincera” or “Defendant”), for the benefit of all Released Parties, by and through the Defendant’s counsel of record, Mark S. Melodia, Paul Bond, Nipun J. Patel and Sophie L. Kletzien of Holland & Knight LLP (“Defense Counsel”); and

**WHEREAS**, on \_\_\_\_\_ 2023, the Court entered an Order of Preliminary Approval Order (“Preliminary Approval Order”) that, among other things, (a) preliminarily certified, pursuant to Federal Rule of Civil Procedure 23, a class for the purposes of settlement only; (b) approved the form of notice to Settlement Class Members, and the method of dissemination thereof; (c) directed that the notice of the settlement be disseminated to the Settlement Class; and (d) set a hearing date for final approval of the settlement; and

**WHEREAS**, the notice to the Settlement Class ordered by the Court has been disseminated as ordered, according to the declaration of the Settlement Administrator filed with the Court on \_\_\_\_\_; and

**WHEREAS**, the CAFA Notice ordered by the Court has been provided, according to the declaration of the Settlement Administrator filed with the Court on \_\_\_\_\_; and



**WHEREAS**, on \_\_\_\_\_, a final approval hearing was held on whether the settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being a due and appropriate number of days after such notice to the Settlement Class and the requisite number of days after CAFA notice was issued; and

**NOW THEREFORE**, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and any non-party objectors, as well as the arguments of counsel, and having determined that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement and the Preliminary Approval Order.

2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Settling Parties, and all Settlement Class Members.

3. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.

4. The Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

5. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, adequate and reasonable, including with respect to its opt-out provisions, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

6. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

7. Representative Plaintiffs, Defendant, the Settlement Administrator, and Settlement Class Members shall consummate the settlement according to the terms of the Settlement Agreement.

### **Objections and Opt-Outs**

8. \_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval and the objections are hereby overruled in all respects.

9. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

10. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of (Insert Settlement Administrator), filed in advance of the final approval hearing. That list is attached as Exhibit A to this Order. The persons listed in Exhibit A are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

### **Class Certification**

11. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All Persons residing in the United States who were provided notice from Sincera that their information was involved in the Data Incident. As per the Settlement Agreement, “Person” is defined as a living natural person who is a resident in the United States.

Excluded from the Settlement Class are (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; and (e) the Parties’ counsel in this Litigation.

12. The Court determines that, for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

13. The Court grants final approval to the appointment of the named Plaintiffs as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment, pursuant to Rule 23(g), of Kenneth Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP as Settlement Class Counsel for the Settlement Class.

#### **Notice to the Settlement Class**

15. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement and appear at the Final Approval Hearing, and of these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, constitutional due process, and any other legal requirements.

16. The CAFA Notice provided by the Settlement Administrator met all requirements of the Act.

17. The Representative Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the settlement set forth in the Settlement Agreement.

18. [All objections to the settlement set forth in the Settlement Agreement having been considered and having been found either to be mooted by the settlement or not supported by credible evidence, the settlement set forth in the Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and is hereby approved.]

19. Every Settlement Class Member who exercised their right to opt out of the Settlement is hereby excluded from the Settlement Class.

20. Each Released Claim of each Settlement Class Member is hereby extinguished as against the Released Persons.

#### **Award of Attorneys' Fees and Service Awards**

21. The Court having considered Plaintiffs' Motion for Attorney's Fees and Expenses hereby grants the Motion and awards Plaintiffs' counsel (as well as any agents, vendors or experts with which they may have worked on this matter) \$\_\_\_\_\_ for their fees and expenses in the case, hereby extinguishing any claims for any such fees, costs or expenses as against the Released Persons. Settlement Class Counsel's fee award shall be paid by Defendant in accordance with the Settlement. The Court finds the amount of fees and expenses to be fair and reasonable.

22. The Court grants Representative Plaintiffs the Service Awards set forth in the Settlement Agreement. The Court finds that this payment is justified by their service to the Settlement Class. The Service Awards shall be paid by Defendant in accordance with the Settlement.

23. This award of attorneys' fees, expenses, and Service awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

### **Other Provisions**

24. The Parties to the Settlement shall carry out their respective obligations thereunder.

25. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

26. As of the Effective Date, the Releasing Parties, release all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Litigation's operative complaint (the "Released Claims").

27. As of the Effective Date the Released Parties will be deemed to have been completely released and forever discharged for the Releasing Parties' Released Claims.

28. The Settlement Class Representatives and Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Released Persons or prosecuting any claim based on any actions taken by any of the Released Persons that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete defense to any proceeding subject to this section.

29. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

30. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; ***provided, however***, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to

prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

31. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other Person subject to the provisions of this Final Approval Order and Judgment.

32. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

33. Consistent with the Settlement, in the event the Effective Date does not occur, this Judgment Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement; this Judgment and all orders entered in connection herewith shall be vacated and null and void.; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

34. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement as set forth in the Settlement Agreement.

IT IS SO ORDERED.

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JOEL H. SLOMSKY  
UNITED STATES DISTRICT JUDGE

# Exhibit B

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE,

Defendant.

Case No.: 2:21-cv-03072-JHS

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL**

**WHEREAS**, a Settlement Agreement, dated as of \_\_\_\_\_ (the “Settlement Agreement”), was made and entered into by and among the following Settling Parties: (i) Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel and Payal Patel (collectively the “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members, by and through Kenneth Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Patrick Donathen of the law firm Lynch Carpenter, LLP (collectively, “Settlement Class Counsel” or “Plaintiffs’ Counsel”); and (ii) Sincera Reproductive Medicine (“Sincera” or “Defendant”), for the benefit of all Released Parties, by and through the Defendant’s counsel of record, Mark S. Melodia, Paul Bond, Nipun J. Patel and Sophie L. Kletzien of Holland & Knight LLP (“Defense Counsel”); and

**NOW THEREFORE**, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel, having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Settling Parties, and all Settlement Class Members.

### **Preliminary Settlement Class Certification**

3. The Court certifies, for settlement purposes only, the following Settlement Class pursuant to Fed. R. Civ. P. 23:

All Persons residing in the United States who were provided notice from Sincera that their information was involved in the Data Incident.

Excluded from the Settlement Class are (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; and (e) the Parties' counsel in this Litigation.

4. The Court determines that for settlement purposes the proposed Settlement Class likely meets all the requirements of Federal Rules of Civil Procedure ("Rules") 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

5. Plaintiffs Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel and Payal Patel are designated as Settlement Class Representatives.

6. The Court appoints Kenneth J. Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP as Settlement Class Counsel for the Settlement Class.

### **Reasonableness of the Proposed Settlement**

7. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arms' length; (ii) the proposed Settlement was concluded only after extensive discovery and litigation; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appears to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting the Settlement Agreement, and the scheduling of a final fairness hearing.

8. The Court finds that the Proposed Settlement creates an equitable claims process that will allow Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered as a result of events alleged in the Litigation. This consideration appears to be within the range of reasonableness and an adequate exchange for the Settlement Class's release of claims as described in the Settlement Agreement.



Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and authorizes the Parties to conduct their plan for Notice as described in the Settlement Agreement.

### **Notice to the Settlement Class**

9. The Court finds that the notice proposed in the Settlement Agreement, including in form, content and method: (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies the requirements of Rule 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

10. The Parties and Settlement Administrator are authorized to make non-material modifications to the notices and claim form, such as proofing and formatting alterations, without further Order from this Court.

11. The Court appoints [entity] as the Settlement Administrator and orders it to provide notice to the Settlement Class Members, CAFA Notice and perform services as set forth in the Settlement Agreement.

12. The Court orders Defendant to pay the cost of preliminary notice as set forth in the Settlement Agreement, as a portion of the Total Settlement Compensation, as defined therein.

13. Within 60 days from the entry of this Order, the Parties and Settlement Administrator shall cause notice to be disseminated to Settlement Class Members. [insert agreement on notice]

### **Claims Process and Distribution Plan**

14. The Settlement establishes a process for assessing and determining the validity of two types of claims (Cash Payments and Out-of-Pocket Expenses) and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

15. Settlement Class members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form.

### **Exclusions from the Class**

16. Any Settlement Class Member who wishes to be excluded from the Class must mail a written notification of the intent to exclude themselves to the Settlement Administrator, at the address provided in the Notice, postmarked no later than sixty (60) days after the Notice Deadline (the "Opt-Out Deadline") and sent via first class postage pre-paid United States mail. The written

request for exclusions must include the name of this Litigation or a decipherable approximation (*Opris et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS); the full name, address, and telephone number of the Settlement Class Member or the name, address, telephone number, relationship, and signature of any individual who is acting on behalf of a deceased or incapacitated Settlement Class Member; and the words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

17. All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Settlement Class Member that does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member that has not submitted a timely, valid written notice of exclusion from the Settlement (in accordance with the requirements of the Settlement) shall be bound by all subsequent proceedings, orders, and judgments in this matter, the Settlement including but not limited to the releases set forth in the Settlement Agreement, and the Final Approval Order and Judgment.

### **Objections to the Settlement**

18. A Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys’ fees, costs, and expenses, and/or the request for Service Awards.

19. No Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court unless the objection is (a) filed with the Court by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court and the Settlement Administrator at the addresses listed in the Notice, and postmarked no later than the Objection Deadline, which shall be sixty (60) days after the Notice Deadline, as specified in the Notice. For the objection to be considered by the court, the objection shall set forth:

- a. Clearly identify the case name and number *Opris et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS;
- b. the full name, address, telephone number, and email address of the person objecting;
- c. the full name, address, telephone number, and email address of the objector’s counsel (if the objector is represented by counsel);
- d. state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;

- e. confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing; and
- f. provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative.

20. In addition, any Settlement Class Member that objects to the proposed Settlement must make himself or herself available to be deposed regarding the grounds for the objection and must provide, along with the objection, the dates when the objector will be available to be deposed during the period from when the objection is filed through the date seven days before the Final Approval Hearing.

21. Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases in the Settlement Agreement, if finally approved. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

#### **Stay of Proceedings**

22. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

#### **Continuance of Final Approval Hearing**

23. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

#### **Actions by Settlement Class Members**

24. The Court stays and enjoins, pending Final Approval of the Settlement any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

#### **Final Approval Hearing**

25. Final Approval Hearing shall take place before the Court on \_\_\_\_\_, 2023 at \_\_\_\_\_ a.m./p.m. in Courtroom \_\_\_\_ before Judge Joel H. Slomsky of the United States District Court for the Eastern District of Pennsylvania, 13614 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, to determine, among other things: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice; (b) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (c) the

proposed Final Approval Order and Judgment should be entered; (d) the application of Settlement Class Counsel for an award of attorneys’ fees, costs, and expenses should be approved; and (e) the application for Service Awards to the Representative Plaintiffs should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

26. Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service awards at least 14 days before the Opt-out/Objection Deadline. Objectors, if any, shall file any response to Class Counsel’s motions no later than 17 days prior to the Final Approval Hearing. By not later than 10 days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement Agreement and/or Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses and for Service Awards shall be filed.

27. Any Settlement Class Member that has not timely and properly excluded himself or herself from the Settlement Class in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude himself or herself from the Class shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

28. The Settlement, as preliminary approved in this order shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

<u>Event</u>	<u>Deadline</u>
Motion for Attorney’s Fees	TBD (14 before Objection and Opt Out Deadline)
Notice Deadline	TBD (60 days from Preliminary Approval)
Objection and Opt Out Deadline	TBD (60 days from Notice Deadline)
Claim Deadline	TBD (90 days from Notice Deadline)
Motion for Final Approval	TBD (30 days prior to Final Approval Hearing)
Final Approval Hearing	TBD (at least 181 days after Preliminary Approval)

IT IS SO ORDERED.

\_\_\_\_\_  
 JOEL H. SLOMSKY  
 UNITED STATES DISTRICT JUDGE

# Exhibit C

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## Notice of Sincera Reproductive Medicine Data Breach Class Action Settlement

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**If you received notice from Sincera Reproductive Medicine that your personal information was potentially compromised in the 2021 Data Incident, you could get a payment from a class action settlement.**

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

**Please read this Notice carefully and completely, your legal rights are affected whether you act or don't act.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been proposed in a class action lawsuit against Sincera Reproductive Medicine, formerly known as and operating as Abington Reproductive Medicine, P.C., also known as Regional Womens Health Group, LLC (“Defendant” or “Sincera”). The Settlement resolves claims brought by patients impacted by the data incident which occurred between August 10, 2020 and September 13, 2020 and resulted in the potential compromise of patients’ Personal Identifying Information (“PII”) and Protected Health Information (“PHI”) (the “Data Incident”).
- You may be eligible to receive a cash payment of \$150.00 plus reimbursement for documented out-of-pocket losses (maximum combined payment of \$2,000) from the proposed Settlement. To receive a payment, you must complete and submit a claim form.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.	Online or Postmarked by [REDACTED].
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own lawsuit against Sincera for the same claims resolved by this Settlement.	Postmarked by [REDACTED].
<b>OBJECT TO THE SETTLEMENT</b>	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [REDACTED] about the fairness of the	Received by [REDACTED].

Questions? Go to [www.\[website\]](http://www.[website]) or call [phone number]

<b>AND/OR ATTEND A HEARING</b>	Settlement, with or without your own attorney.	
<b>DO NOTHING</b>	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why did I get this notice?

You received this notice because you have been identified as a person who previously received a notice from Sincera in or around May 2021 that your PII and/or PHI information may have been accessed or exposed during the Data Incident. A group of similarly-situated individuals brought a proposed class action lawsuit against Sincera in 2021, alleging that Sincera was negligent due to its data security practices. Sincera denied the allegations and denied that it would be found liable. The parties have now reached a proposed settlement of the lawsuit

A court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Sincera will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge Joel H. Slomsky of the United States District Court for the Eastern District of Pennsylvania is in charge of this case. The case is *Opris et al. v. Sincera Reproductive Medicine*, No. 2:21-cv-03072-JHS (E.D. Pa.).

### 2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from a Data Incident whereby a cybercriminal gained unauthorized access to Sincera’s data environment between August 10, 2020 and September 13, 2020, resulting in potential access to certain protected health information and personal identifying information. The lawsuit asserts common law and statutory claims against Sincera for alleged negligent data security practices.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

### 3. What is a class action?

In a class action one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The people who sued are called the Plaintiffs. The entity they sued—Sincera—is called the Defendant.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can

get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

## WHO IS IN THE SETTLEMENT?

### 5. Who is in the Settlement?

The Settlement Class is defined as: “All Persons residing in the United States who received notice from Sincera that their information was involved in the Data Incident.”

### 6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class are (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; (e) the Parties’ counsel in this Litigation; and (f) anyone who timely requests to be excluded from the Settlement.

### 7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, at [\[Insert phone number\]](#) or you can visit [\[insert settlement website\]](#) for more information.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement Provide?

Under the Settlement, Sincera will pay for all valid claims made by Settlement Class Members, subject to a cap of \$1,200,000.00, inclusive of class relief, notice and administration costs, service awards, and attorneys’ fees and costs. In no event shall Sincera pay less than \$800,000.00 or more than \$1,200,000.00.

If the total cost of the Settlement is less than \$800,000, approved claims will be increased, *pro rata*, to reach \$800,000. If the total cost of the Settlement is more than \$1,200,000, approved claims will be decreased, *pro rata*, to reach \$1,200,000.

### 9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits.

**Cash Payment:** Settlement Class Members may file a claim to receive a \$150.00 Cash Payment. Settlement Class Members will be required to attest that they believe they suffered harm associated with the Data Incident, including but not limited to: time spent dealing with the Data Incident; loss of confidences; loss of their PII/PHI; and/or emotional distress.

**Out-of-Pocket Expenses:** Settlement Class Members may also file a claim for reimbursement for out-of-pocket losses of up to \$2,000 (inclusive of the \$150 Cash Payment) that are reasonably

traceable to the Data Incident. Settlement Class Members will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed Out-of-Pocket Expenses are due to the Data Incident.

#### 10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at [www.\[website\]](#).

### How to Get a Payment – Making A Claim

#### 11. How can I get a payment?

You must complete and submit a Claim Form by [Month XX, XXXX]. Claim Forms may be submitted online at [\[Website\]](#) or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

#### 12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

If you are claiming Out-Of-Pocket Expenses under the Settlement, you must describe the expenses, their amount, and when and why you incurred them. If your claim is for expenses related to a credit freeze, credit monitoring, identity theft protection, similar services or other expenditure, you must also attest that you incurred those losses in response to the Data Incident in this case.

Your claim must be reasonably documented—you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is reasonably attributable to the Data Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

#### 13. When will I get my payment?

The Court will hold a hearing on [redacted] at [redacted] a.m., to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning

there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement website, [www.\[website\]](#).

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court appointed Kenneth J. Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

### 15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

### 16. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees, costs, and expenses from the Total Settlement Compensation, as defined by the Settlement Agreement, not to exceed one third the Total Settlement Compensation. Sincera has agreed not to object to these requests.

The Settlement Class is represented by five named individuals (the "Class Representatives"). In addition to the benefits that the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Sincera has agreed to pay service awards to collectively not exceed \$8,000 to the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than [\[insert date\]](#). The application will be available on the Settlement Website [\[insert settlement website\]](#) or you can request a copy by contacting the Settlement Administrator.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

You may opt out of the Settlement by [insert date]. To opt out, you must send a letter or postcard via U.S. mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Opris et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS);
- Your full name, address, telephone number, and signature;
- The words “Requests for Exclusion” at the top of the document or a statement that you want to opt out of the settlement; and
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person’s name and address.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than [insert date] to:

[Settlement Administrator Postal Address]

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

**18. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?**

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

**19. What happens if I opt out?**

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

**COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

**20. How do I tell the Court if I don’t like the Settlement?**

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you

think the Court should not approve it. You can't ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must:

- Clearly identify the case name and number (*Opris et al. v. Sincera Reproductive Medicine*, United States District Court, Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS);
- Include your full name, address, telephone number, and email address;
- Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- State whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection;
- Confirm whether you intend to personally appear and/or testify at the Final Approval Hearing and if so, whether you are or will be represented by counsel; and
- Provide your signature and the signature of your duly authorized counsel or other duly authorized representative.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court, and the Settlement Administrator at the addresses set forth below. The objection must be filed with the Court – or if mailed it must be postmarked – no later than **(INSERT OBJECTION DEADLINE)**.

Court Clerk of Court	<b>[Settlement Administrator Postal Address]</b>
-------------------------	--

**21. What's the difference between objecting and opting out?**

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

## THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at [redacted] a.m. on [redacted], at the federal courthouse located at 601 Market Street, Philadelphia, PA 19106 before Judge Joel H. Slomsky. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve service awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, [www.\[website\]](http://www.[website]), for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>.

Class Counsel will file a motion for final approval of the Settlement by [insert date]. Objectors, if any, must file any response to Class Counsel's motion by [insert date]. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Awards will be filed by [insert date].

### 23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

## IF I DO NOTHING

### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.



## GETTING MORE INFORMATION

### 26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at [www.\[website\]](http://www.[website]), by accessing the docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

### 27. How do I get more information?

Visit the website, [www.\[website\]](http://www.[website]), where you will find more information, including the claim form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, insert [\[settlement administrator\]](#), at [\[insert phone number\]](#) or by writing to [\[insert claims administrator\]](#), Attn: Sincera Settlement at:

[\[Settlement Administrator Address\]](#)

Speak with Class Counsel by calling (215) 985-9177 or (412) 322-9343 or by writing to: Sincera Class Action, Golomb Spirt Grunfeld, Attn: Kenneth J. Grunfeld, 1835 Market Street, Suite 2900, Philadelphia, PA 19103 or Sincera Class Action, Lynch Carpenter, LLP, Attn: Patrick D. Donathen, 1133 1133 Penn Avenue, 5<sup>th</sup> Floor, Pittsburgh, PA 15222.

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK’S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# Exhibit D

**Notice of Data Breach**  
**Class Action Settlement**

**A Settlement has  
been proposed in a  
class action lawsuit  
about a data breach  
that potentially  
compromised your  
personal and/or  
protected health  
information.**

XXX

Settlement Administrator  
PO Box xxxxx  
City, ST xxxxx-xxxx

<<BARCODE>>  
<<ClaimID>>  
<<First Name>><<Last Name>>  
<<Address1>>  
<<Address2>>  
<<City>><<ST>><<Zip>>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Settlement Administrator Postal Address]

XXX



# **Exhibit E**

To:  
From:  
Subject: Data Breach Class Action Settlement

**File your claim for \$150 or more by [Date]**

You may have recently received mailed notice of a class action settlement in Pennsylvania federal court regarding a 2020 data breach (the “Settlement”). If so, according to the terms of that notice, you may be eligible to receive a cash payment of \$150.00 plus reimbursement for documented out-of-pocket losses (maximum combined payment of \$2,000.00) from the proposed Settlement. To receive a payment, you must complete and submit a claim form. Submit the claim form you received in the mail or file your claim at [insert website]. Your claim form must be postmarked or submitted online by **[Date]**.

For more information visit the website, [www.\[website\]](http://www.[website]), where you will find more information, including the claim form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

**Questions? Go to [www.\[website\]](http://www.[website]) or call [phone number]**

# Exhibit F

## SETTLEMENT CLAIM FORM

*Opris v. Sincera Reproductive Medicine*, Case No. 2:21-cv-03072-JHS

**Instructions:** Please complete this Claim Form in its entirety and attach the required documentation, if needed. Submit your Claim Form online at [www.Website.com](http://www.Website.com) or by mailing it to the Settlement Administrator at the address below.

Claim forms must be submitted online or postmarked by **[Month XX, XXXX]**.

### 1. CLASS MEMBER INFORMATION

First: \_\_\_\_\_ M: \_\_\_\_\_ Last: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

### 2. CASH PAYMENT

In order to claim a cash payment of up to \$150, you must read the following attestation and sign below to confirm your agreement with the attestation.

Attestation: I believe that I have suffered harm associated with the Data Incident, which harm may include but is not limited to the following types of harm: time spent dealing with the Data Incident, loss of confidences, loss of PII/PHI, and/or emotional distress.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. OUT-OF-POCKET EXPENSES

In order to claim reimbursement for out-of-pocket losses of up to \$2,000 (inclusive of the \$150 cash payment) you must provide documentation AND affirm under penalty of perjury that it is your belief that the claimed losses are due to the Data Incident.

**Documentation:** Enclose or upload reasonable documentary proof of the out-of-pocket expenses you believe are attributable to the Data Incident.

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that (1) it is my belief that the out-of-pocket expenses I have claimed are due to the Data Incident and (2) the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by **[Month XX, XXXX]**.

**[Insert Settlement Administrator Address]**



# **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**JOINT DECLARATION IN SUPPORT OF UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

We, Kelly K. Iverson of Lynch Carpenter, LLP, and Kenneth J. Grunfeld of Golomb Spirt Grunfeld P.C., pursuant to 28 U.S.C. § 1746, declare as follow:

1. We are partners at our respective law firms, Lynch Carpenter, LLP (“Lynch Carpenter”) and Golomb Spirt Grunfeld P.C. (“Golomb Spirt Grunfeld”), and are counsel of record for the named Representative Plaintiffs and the conditionally-certified Settlement Class in the above-captioned matter against Defendant Sincera Reproductive Medicine (“Sincera” or “Defendant”).

2. We submit this declaration in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement.

3. The statements herein are to the best of our personal knowledge, information, and belief, and are based on Lynch Carpenter's and Golomb Spirt Grunfeld's books and records and information from their attorneys and staff.

4. Lynch Carpenter and Golomb Spirt Grunfeld have been appointed class counsel in dozens of cases throughout the country and have tried several to verdict. The firms are well positioned to understand the risks of this Action and why settlement at this stage of the litigation was the best option for the putative class. A true and correct copy of the Lynch Carpenter Firm Resume is available at ECF 63-1 and a true and correct copy of the Golomb Spirt Grunfeld Firm Resume is available at ECF 63-2.

5. We, as Class Counsel, with our respective firms Lynch Carpenter and Golomb Spirt Grunfeld, do certify that as it is our opinion and judgment that the settlement reached in this matter represents a fair, reasonable, and adequate amount in light of the facts and legal posture of the case.

6. For the purposes of effectuating individualized notice, Postcard notice was provided to each Settlement Class Member by direct mail with pertinent information regarding the Settlement Agreement. To effectuate the Postcard notice, Sincera provided the Settlement Administrator with a Settlement Class List containing the names and addresses belonging to all Settlement Class Members. The Settlement Class List enabled the Settlement Administrator to provide direct notice to over 37,000 Settlement Class Members.

7. The Settlement Administrator also established a Settlement Website, which includes the Settlement Agreement, relevant pleadings, the Long Form notice, all relevant Court orders regarding the Settlement, and a list of frequently asked questions mutually agreed upon by the Parties. The Long Form notice describes plainly: (i) the terms and effect of the Settlement

Agreement; (ii) the time and place of the Final Approval Hearing; (iii) how the recipients of the Class Notice may object to the Settlement; (iv) the nature and extent of the release of claims; (v) the procedure and timing for objecting to the Settlement; and (vi) the form and methods by which Settlement Class Member may either participate in or exclude themselves from the Settlement.

8. In addition to the Postcard and Long Form notice, Notice was effectuated by Sincera placing the Notice on its website and in its patient newsletter.

9. Finally, the Settlement Administrator emailed a reminder notice to all Settlement Class Members for whom it had an email address and who had not submitted a claim form by June 27, 2023.

10. The design of the Notices followed principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov), and contain plain-language summaries of key information about Settlement Class Members’ rights and options. We believe the notice plan contemplated by the Settlement represents the best practicable Notice to Settlement Class Members and satisfies all due process considerations and meets the requirements of Federal Rule of Civil Procedure 23(e)(1)(b).

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

Executed on July 24, 2023  
In Pittsburgh, Pennsylvania

/s/Kelly K. Iverson  
Kelly K. Iverson

Executed on July 24, 2023  
In Philadelphia, Pennsylvania

/s/Kenneth J. Grunfeld  
Kenneth J. Grunfeld

# EXHIBIT C

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**DECLARATION ON BEHALF OF SETTLEMENT ADMINISTRATOR REGARDING  
NOTICE**

I, Derek Smith, declare:

1. I am employed as a Director of Class Action Services by KCC Class Action Services, LLC (“KCC”), located at 1 McInnis Parkway, Suite 250 in San Rafael, CA. KCC serves as the Court-appointed Notice Administrator regarding the Class Action Settlement in this litigation. As Director at KCC, I oversaw the administrative services provided in this matter. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. On March 15, 2023, Counsel for the Defendant provided KCC with a list that contained the names and addresses of 37,902 Settlement Class Members. KCC reviewed and the data and processed the names and addresses through the United States Postal Service (“USPS”) National Change of Address database. KCC identified and removed 208 duplicate records. There remained a total of 37,694 records with a postal address that could be sent notice.

3. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1715, KCC compiled a CD-ROM containing the following documents: Class Action Complaint, First Amended Class Action Complaint, Motion for Preliminary Approval, Preliminary Approval Order, Amended Preliminary Approval Order, and Settlement Agreement, which accompanied a cover letter (collectively, the “CAFA Notice Packet”). A copy of the cover letter is attached hereto as Exhibit A.

4. On March 20, 2023, KCC caused fifty-eight (58) CAFA Notice Packets to be mailed via Priority Mail from the U.S. Post Office in San Rafael, California to the parties listed on Exhibit B, i.e., the U.S. Attorney General, the Attorneys General of each of the 50 States and the District of Columbia, the Attorneys General of the five recognized U.S. Territories, as well as parties of interest to this Action.

5. As of the date of this Affidavit, KCC has received no response to the CAFA Notice Packet from any of the recipients identified in paragraph 4.

6. KCC established a toll-free telephone number (1-855-663-1852) that Class Members could call and listen to frequently asked questions or request a notice packet be mailed. This automated phone system is available 24 hours per day, 7 days per week. As of July 20, 2023, there have been 220 calls to the toll-free telephone number.

7. On April 24, 2023, KCC established a website at the following URL - [www.SinceraSettlement.com](http://www.SinceraSettlement.com) – to provide information and to allow the submission of claims through the claim portal. The website includes the Settlement Agreement, relevant pleadings, the Long Form Notice, all relevant orders regarding the settlement, and a list of frequently asked questions mutually agreed to by the Parties.

8. On April 24, 2023, KCC caused the notice postcard (“Postcard”) to be printed and mailed to the 37,694 Class Members. A true and correct copy of the Postcard is attached hereto as Exhibit B.

9. KCC sent the Postcards with ACS (an on-piece postal service to route mailing to changed addresses) and, to date, has received 12 returned undeliverable Postcards. KCC searched for available address updates and promptly re-mailed Postcards to the updated addresses.

10. KCC received 32 requests for the Notice and Claim Form (“Notice Packet”) to be mailed. KCC promptly fulfilled those requests. A true and correct copy of the Notice Packet is attached hereto as Exhibit C.

11. KCC searched for email addresses for Class Members who had not submitted claims by June 21, 2023. KCC was able to obtain email addresses for 26,128 Class Members. On June 29, 2023, KCC caused the reminder email (“Reminder Email”) to be emailed to 48,453 email addresses, representing emails for 24,779 Class Members who had not submitted claims by June 27, 2023. Of the 48,453 Reminder Emails sent, KCC confirmed that 38,032 were delivered, for a delivery rate of 78.5%. A true and correct copy of the Reminder Email is attached hereto as Exhibit D.

12. Based on the notice Postcards and Reminder Emails, KCC calculates that over 99% of the Class Members received notice of the Settlement.

13. The deadline to submit a request for exclusion (“opt-out”) occurred on June 23, 2023. To date, KCC has received zero opt-outs.

14. The deadline to submit an objection to the settlement occurred on June 23, 2023. To date, KCC has received zero objections.



15. The deadline to submit a claim is July 24, 2023. To date, KCC has received 4,008 claims. All claims have claimed the \$150 cash attestation. To date, 85 claims have claimed out-of-pocket expenses. KCC has reviewed the out-of-pocket expense claims and supporting documentation and has determined that nine (9) claims were supported by reasonable documentation. The approved out-of-pocket expenses total to \$2,383.48. For all out-of-pocket expense claims that were not approved, KCC sent denial emails with requests for additional supporting documentation within three (3) weeks of KCC sending the email. To date, KCC has received zero supporting documentation for the denied claims for out-of-pocket expenses.

16. As of the date of this declaration, KCC estimates its total cost of administration to be \$90,000.00 through completion of this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 21st day of July 2023 at Petaluma, California.

  
\_\_\_\_\_  
DEREK SMITH

# **EXHIBIT A**



1 McInnis Parkway  
Suite 250  
San Rafael, CA 94903

March 20, 2023

VIA PRIORITY MAIL

«First» «Last»  
«Company\_1»  
«Company\_2»  
«Address\_2»  
«Address\_1»  
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

KCC Class Action Services, LLC is the independent third-party Administrator in a class action lawsuit entitled *Opris et al. v Sincera Reproductive Medicine*, Case No. 2:21-cv-03072-JHS. Holland & Knight LLP represents Sincera Reproductive Medicine (“Defendant”) in that Action. The lawsuit is pending before the Honorable Joel H. Slomsky in the United States District Court for the Eastern District of Pennsylvania. This letter is to advise you that Simona Opris, et al. (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on February 8, 2023.

**Case Name:** *Opris et al. v Sincera Reproductive Medicine*

**Case Number:** 2:21-cv-03072-JHS

**Jurisdiction:** United States District Court,  
Eastern District of Pennsylvania

**Date Settlement**  
**Filed with Court:** February 8, 2023

Defendant denies any wrongdoing or liability whatsoever but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:



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 March 20, 2023  
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1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint* and the *First Amended Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Final Fairness Hearing is scheduled for September 6, 2023. Copies of the *Motion for Preliminary Approval*, the *Preliminary Approval Order*, and the *Amended Preliminary Approval Order* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Notice*, *Postcard Notice*, *Reminder Postcard Notice*, and *Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of March 17, 2023, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of March 17, 2023, nor have any Notices of Dismissal been granted at this time.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** Pursuant to 28 U.S.C. § 1715(b)(7)(A), the names and last known addresses of the Class are known. Pursuant to 28 U.S.C. § 1715(b)(7)(B), there are 37,989 individuals in the class. The list of known addresses and count of Class Members by state is as follows.

State	Count
AE	3
AK	1
AL	11
AP	3



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AR	3
AZ	14
BC	2
CA	63
CO	25
CT	33
DC	9
DE	213
FL	157
GA	42
HI	5
IA	6
ID	4
IL	29
IN	21
KS	8
KY	7
LA	2
MA	28
MD	98
ME	4
MI	22



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MN	15
MO	11
MS	3
MT	1
NC	85
ND	5
NE	2
NH	8
NJ	1,749
NM	2
NV	4
NY	169
OH	42
OK	5
OR	7
PA	34,670
PR	3
RI	3
SC	56
TN	17
TX	70
Unknown	121



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UT	7
VA	79
VI	1
VT	3
WA	16
WI	17
WV	3
WY	2

8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. The *Preliminary Approval Order* and the *Amended Preliminary Approval Order* are included on the enclosed CD.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Defendant can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/  
Derek Smith,  
Director, KCC Class Action Services

Enclosure – CD ROM

# **EXHIBIT B**



A Settlement has been proposed in a class action lawsuit against Sincera Reproductive Medicine (“Defendant” or “Sincera”). The Settlement resolves claims brought by patients impacted by the data incident which occurred between August 10, 2020 and September 13, 2020 and resulted in the potential compromise of patients’ Personally Identifying Information (“PII”) and Protected Health Information (“PHI”) (the “Data Incident”). Defendant denies any allegation of wrongdoing.

**Who’s Included?** You are included in the Settlement as a “Settlement Class Member” because you have been identified as a person who previously received a notice from Sincera in or around May 2021 that your PII and/or PHI may have been accessed or exposed during the Data Incident.

**What does the Settlement provide?** Under the Settlement, Sincera will pay all valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys’ fees and costs. Sincera will not pay less than \$800,000 or more than \$1,200,000. Settlement Class Members may file a claim to receive a \$150 cash payment, as well as reimbursement for out-of-pocket expenses of up to \$2,000 (inclusive of the \$150 cash payment).

**How do I get a Payment?** You must complete and submit a Claim Form by **July 24, 2023**. Claim Forms may be submitted online at [www.SinceraSettlement.com](http://www.SinceraSettlement.com) using your **ClaimID <<Claim8>>** and **PIN <<PIN>>** or printed from the website and mailed to the address on the form.

**What are my other options?** If you do nothing, your rights will be affected and you won’t get a payment. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **June 23, 2023**. Unless you exclude yourself, you won’t be able to sue or continue to sue Sincera for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don’t exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **June 23, 2023**. More information about these options is available at [www.SinceraSettlement.com](http://www.SinceraSettlement.com).

**The Court’s hearing.** The Court will hold a Fairness Hearing in this case (*Opris, et al. v. Sincera Reproductive Medicine*, No. 2:21-cv-03072-JHS) on September 6, 2023. At the hearing, the Court will decide whether to approve the Settlement; Class Counsel’s request for attorneys’ fees and costs (up to 1/3 of \$800,000-\$1,200,000); and service awards to the Class Representatives (up to \$8,000 total). You or your lawyer may appear at the hearing at your own expense.

**Questions?** Go to [www.SinceraSettlement.com](http://www.SinceraSettlement.com), or call 1-855-663-1852.

# Black Out Security Feature

*SI9 Settlement Administrator*  
P.O. Box 8060  
San Rafael, CA 94912-8060

## **Notice of Data Breach Class Action Settlement**

A Settlement has been proposed in a class action lawsuit about a data breach that potentially compromised your personal and/or protected health information.



Postal Service: Please Do Not Mark Barcode

SI9-«Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

# SI9

# EXHIBIT C

**SI9**

«Barcode»

Postal Service: Please do not mark barcode

Claim #: SI9-«Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»



SI9 Settlement Administrator  
P.O. Box 8060  
San Rafael, CA 94912-8060



**SI9**

*OPRIS, ET AL. V. SINCERA  
REPRODUCTIVE MEDICINE*

«Barcode»

Postal Service: Please do not mark barcode

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

Case No. No. 2:21-cv-03072-JHS (E.D. Pa.)

Claim#: SI9-«Claim8»-«CkDig»  
«FirstNAME» «LastNAME»  
«Addr1» «Addr2»  
«City», «State»«FProv» «Zip»«FZip»  
«FCountry»

**Must Be Postmarked  
No Later Than  
July 24, 2023**

Claim ID: <<Claim8>>  
PIN: <<PIN>>

### Settlement Claim Form

**CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)**

Primary Address		
Primary Address Continued		
City	State	ZIP Code
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation

*Opris v. Sincera Reproductive Medicine, Case No. 2:21-cv-03072-JHS*

**Instructions:** Please complete this Claim Form in its entirety and attach the required documentation, if needed. Submit your Claim Form online at [www.SinceraSettlement.com](http://www.SinceraSettlement.com) or by mailing it to the Settlement Administrator at the address below. Claim Forms must be submitted online or postmarked by **July 24, 2023**.

Email Address			
Area Code	Telephone Number (Home)	Area Code	Telephone Number (Work)

**CASH PAYMENT**

In order to claim a cash payment of up to \$150, you must read the following attestation and sign below to confirm your agreement with the attestation.

Attestation: I believe that I have suffered harm associated with the Data Incident, which harm may include but is not limited to the following types of harm: time spent dealing with the Data Incident, loss of confidences, loss of **PII/PHI**, and/or emotional distress.

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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**OUT-OF-POCKET EXPENSES**

In order to claim reimbursement for out-of-pocket expenses of up to \$2,000 (inclusive of the \$150 cash payment), you must provide documentation AND affirm under penalty of perjury that it is your belief that the claimed losses are due to the Data Incident.

**Documentation:** Enclose or upload reasonable documentary proof of the out-of-pocket expenses you believe are attributable to the Data Incident.

I declare under penalty of perjury under the laws of the United States and the State where this Claim Form is signed that (1) it is my belief that the out-of-pocket expenses I have claimed are due to the Data Incident and (2) the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by **July 24, 2023**.

SI9 Settlement Administrator  
P.O. Box 8060  
San Rafael, CA 94912-8060



**Notice of Sincera Reproductive Medicine Data Breach Class Action Settlement**

**If you received notice from Sincera Reproductive Medicine that your personal information was potentially compromised in the 2020 Data Incident, you could get a payment from a class action settlement.**

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

**Please read this Notice carefully and completely; your legal rights are affected whether you act or don't act.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been proposed in a class action lawsuit against Sincera Reproductive Medicine, formerly known as and operating as Abington Reproductive Medicine, P.C., also known as Regional Womens Health Group, LLC (“Defendant” or “Sincera”). The Settlement resolves claims brought by patients’ impacted by the data incident which occurred between August 10, 2020 and September 13, 2020 and resulted in the potential compromise of patients' Personal Identifying Information (“PII”) and Protected Health Information (“PHI”) (the “Data Incident”).
- You may be eligible to receive a Cash Payment of \$150 plus reimbursement for documented out-of-pocket expenses (maximum combined payment of \$2,000) from the proposed Settlement. To receive a payment, you must complete and submit a Claim Form.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.	Online or Postmarked by July 24, 2023.
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own lawsuit against Sincera for the same claims resolved by this Settlement.	Postmarked by June 23, 2023.
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on September 6, 2023 about the fairness of the Settlement, with or without your own attorney.	Received by June 23, 2023.
<b>DO NOTHING</b>	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.



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## BASIC INFORMATION

### 1. Why did I receive notice?

You received notice because you have been identified as a person who previously received a notice from Sincera in or around May 2021 that your PII and/or PHI may have been accessed or exposed during the Data Incident. A group of similarly-situated individuals brought a proposed class action lawsuit against Sincera in 2021, alleging that Sincera was negligent due to its data security practices. Sincera denied the allegations and denied that it would be found liable. The parties have now reached a proposed Settlement of the lawsuit.

A court authorized this Notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Sincera will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge Joel H. Slomsky of the United States District Court for the Eastern District of Pennsylvania is in charge of this case. The case is *Opris, et al. v. Sincera Reproductive Medicine*, No. 2:21-cv-03072-JHS (E.D. Pa.).

### 2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from a Data Incident whereby a cybercriminal gained unauthorized access to Sincera’s data environment between August 10, 2020 and September 13, 2020, resulting in potential access to certain protected health information and personal identifying information. The lawsuit asserts common law and statutory claims against Sincera for alleged negligent data security practices.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

### 3. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. This group of people is called the “Class,” and the people in the Class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the Class. The people who sued are called the Plaintiffs. The entity they sued—Sincera—is called the Defendant.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

## WHO IS IN THE SETTLEMENT

### 5. Who is in the Settlement?

The Settlement Class is defined as: “All Persons residing in the United States who received notice from Sincera that their information was involved in the Data Incident.”

### 6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; (e) the Parties’ counsel in this Litigation; and (f) anyone who timely requests to be excluded from the Settlement.

**7. What should I do if I'm not sure whether I am included?**

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at 1-855-663-1852 or, you can visit [www.SinceraSettlement.com](http://www.SinceraSettlement.com) for more information.

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

Under the Settlement, Sincera will pay for all valid claims made by Settlement Class Members, subject to a cap of \$1,200,000, inclusive of class relief, notice and administration costs, service awards, and attorneys' fees and costs. In no event shall Sincera pay less than \$800,000 or more than \$1,200,000. If the total cost of the Settlement is less than \$800,000, approved claims will be increased, *pro rata*, to reach \$800,000. If the total cost of the Settlement is more than \$1,200,000, approved claims will be decreased, *pro rata*, to reach \$1,200,000.

**9. What can I get from the Settlement?**

Settlement Class Members may file a claim for one or more of the following settlement benefits.

**Cash Payment:** Settlement Class Members may file a claim to receive a \$150 Cash Payment. Settlement Class Members will be required to attest that they believe they suffered harm associated with the Data Incident, including but not limited to: time spent dealing with the Data Incident; loss of confidences; loss of their PII/PHI; and/or emotional distress.

**Out-of-Pocket Expenses:** Settlement Class Members may also file a claim for reimbursement for out-of-pocket expenses of up to \$2,000 (inclusive of the \$150 Cash Payment) that are reasonably traceable to the Data Incident. Settlement Class Members will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed out-of-pocket expenses are due to the Data Incident.

**10. What am I giving up if I stay in the Class?**

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at [www.SinceraSettlement.com](http://www.SinceraSettlement.com).

**HOW TO GET A PAYMENT – MAKING A CLAIM**

**11. How can I get a payment?**

You must complete and submit a Claim Form by July 24, 2023. Claim Forms may be submitted online at [www.SinceraSettlement.com](http://www.SinceraSettlement.com) or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

**12. How much will my payment be?**

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

If you are claiming out-of-pocket Expenses under the Settlement, you must describe the expenses, their amount, and when and why you incurred them. If your claim is for expenses related to a credit freeze, credit monitoring, identity theft protection, similar services or other expenditure, you must also attest that you incurred those losses in response to the Data Incident in this case.

Your claim must be reasonably documented—you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is reasonably attributable to the Data Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

### 13. When will I get my payment?

The Court will hold a hearing on September 6, 2023 at 10:00 a.m., to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, [www.SinceraSettlement.com](http://www.SinceraSettlement.com).

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court appointed Kenneth J. Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

### 15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

### 16. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees, costs, and expenses from the Total Settlement Compensation, as defined by the Settlement Agreement, not to exceed one-third the Total Settlement Compensation of \$1,200,000.00. Sincera has agreed not to object to these requests.

The Settlement Class is represented by five named individuals (the "Class Representatives"). In addition to the benefits that the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Sincera has agreed to pay service awards to collectively not exceed \$8,000 to the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than June 9, 2023. The application will be available on the Settlement Website, [www.SinceraSettlement.com](http://www.SinceraSettlement.com), or you can request a copy by contacting the Settlement Administrator.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

You may opt out of the Settlement by June 23, 2023. To opt out, you must send a letter or postcard via U.S. Mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Opris, et al. v. Sincera Reproductive Medicine*, United States District Court for the Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS);
- Your full name, address, telephone number, and signature;
- The words “Requests for Exclusion” at the top of the document or a statement that you want to opt out of the Settlement; and
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person’s name and address.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than June 23, 2023 to:

SI9 Settlement Administrator  
P.O. Box 8060  
San Rafael, CA 94912-8060

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

**18. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?**

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

**19. What happens if I opt out?**

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue based on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

**COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

**20. How do I tell the Court I don’t like the Settlement?**

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can’t ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must:

- Clearly identify the case name and number (*Opris, et al. v. Sincera Reproductive Medicine*, United States District Court, Eastern District of Pennsylvania, No. 2:21-cv-03072-JHS);
- Include your full name, address, telephone number, and email address;

- Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- State whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection;
- Confirm whether you intend to personally appear and/or testify at the Fairness Hearing and if so, whether you are or will be represented by counsel; and
- Provide your signature and the signature of your duly authorized counsel or other duly-authorized representative.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, and the Settlement Administrator at the addresses set forth below. The objection must be filed with the Court-or if mailed it must be postmarked-no later than June 23, 2023.

SI9 Settlement Administrator  
P.O. Box 8060  
San Rafael, CA 94912-8060

#### **21. What's the difference between objecting and opting out?**

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

### **THE COURT'S FAIRNESS HEARING**

#### **22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 10:00 a.m. on September 6, 2023, at the federal courthouse located at 601 Market Street, Philadelphia, PA 19106 before Judge Joel H. Slomsky. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve service awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, [www.SinceraSettlement.com](http://www.SinceraSettlement.com), for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>.

Class Counsel will file a motion for final approval of the Settlement by July 24, 2023. Objectors, if any, must file any response to Class Counsel's motion by August 20, 2023. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and service awards will be filed by August 27, 2023.

#### **23. Do I have to come to the Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**24. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

**IF I DO NOTHING**

**25. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**26. Are more details about the Settlement available?**

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at [www.SinceraSettlement.com](http://www.SinceraSettlement.com), by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**27. How do I get more information?**

Visit the website, [www.SinceraSettlement.com](http://www.SinceraSettlement.com), where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, at 1-855-663-1852 or by writing to:

SI9 Settlement Administrator  
P.O. Box 8060  
San Rafael, CA 94912-8060

Speak with Class Counsel by calling (215) 985-9177 or (412) 322-9243 or by writing to: Sincera Class Action, Golomb Spirt Grunfeld, Attn: Kenneth J. Grunfeld, 1835 Market Street, Suite 2900, Philadelphia, PA 19103 or Sincera Class Action, Lynch Carpenter, LLP, Attn: Patrick D. Donathen, 1133 Penn Avenue, 5<sup>th</sup> Floor, Pittsburgh, PA 15222.

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **EXHIBIT D**



**File your claim for \$150 or more by July 24, 2023**

You may have recently received mailed notice of a class action settlement in Pennsylvania federal court regarding a 2020 data incident (the “Settlement”). If so, according to the terms of that notice, you may be eligible to receive a cash payment of \$150 plus reimbursement for documented out-of-pocket expenses (maximum combined payment of \$2,000) from the proposed Settlement. To receive a payment, you must complete and submit a Claim Form. Your Claim Form must be postmarked or submitted online by July 24, 2023.

For more information, visit the website, [www.SinceraSettlement.com](http://www.SinceraSettlement.com), where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

**Questions? Go to [www.SinceraSettlement.com](http://www.SinceraSettlement.com) or call 1-855-663-1852.**

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT**

**WHEREAS**, a Settlement Agreement, dated as of January 31, 2023 (the “Settlement Agreement”), was made and entered into by and among the following Settling Parties: (i) Simona Opris, Adrian Adam, Britney Richardson, Diptesh Patel and Payal Patel (collectively the “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members, by and through Kenneth Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Patrick Donathen of the law firm Lynch Carpenter, LLP (collectively, “Settlement Class Counsel” or “Plaintiffs’ Counsel”); and (ii) Sincera Reproductive Medicine (“Sincera” or “Defendant”), for the benefit of all Released Parties, by and through the Defendant’s counsel of record, Mark S. Melodia, Paul Bond, Nipun J. Patel and Sophie L. Kletzien of Holland & Knight LLP (“Defense Counsel”); and

**WHEREAS**, on March 1 and 2 2023, the Court entered an Order and an Amended Order of Preliminary Approval (collectively “Preliminary Approval Order”) that, among other things, (a) preliminarily certified, pursuant to Federal Rule of Civil Procedure 23, a class for the purposes of settlement only; (b) approved the form of notice to Settlement Class Members, and the method of dissemination thereof; (c) directed that the notice of the settlement be disseminated to the Settlement Class; and (d) set a hearing date for final approval of the settlement; and

**WHEREAS**, the notice to the Settlement Class ordered by the Court has been disseminated as ordered, according to the declaration of the Settlement Administrator filed with the Court on \_\_\_\_\_; and

**WHEREAS**, the CAFA Notice ordered by the Court has been provided, according to the declaration of the Settlement Administrator filed with the Court on \_\_\_\_\_; and

**WHEREAS**, on \_\_\_\_\_, a final approval hearing was held on whether the settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being a due and appropriate number of days after such notice to the Settlement Class and the requisite number of days after CAFA notice was issued; and

**NOW THEREFORE**, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and any non-party objectors, as well as the arguments of counsel, and having determined that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement and the Preliminary Approval Order.

2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Settling Parties, and all Settlement Class Members.

3. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.

4. The Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

5. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, adequate and reasonable, including with respect to its opt-out provisions, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

6. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

7. Representative Plaintiffs, Defendant, the Settlement Administrator, and Settlement Class Members shall consummate the settlement according to the terms of the Settlement Agreement.

### **Objections and Opt-Outs**

8. [Zero] objections were filed by Settlement Class Members. Thus, the Court finds that the lack of objections weighs in favor of Settlement approval.

9. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

10. [A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of \_\_\_\_\_, filed in advance of the final approval hearing. That list is attached as Exhibit A to this Order. The persons listed in Exhibit A are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.]

### **Class Certification**

11. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All Persons residing in the United States who were provided notice from Sincera that their information was involved in the Data Incident. As per the Settlement Agreement, “Person” is defined as a living natural person who is a resident in the United States.

Excluded from the Settlement Class are (a) officers, directors, trustees, and employees of the Defendant; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; and (e) the Parties’ counsel in this Litigation.

12. The Court determines that, for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

13. The Court grants final approval to the appointment of the Representative Plaintiffs as the Settlement Class Representatives. The Court concludes that the Settlement Class

Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment, pursuant to Rule 23(g), of Kenneth Grunfeld of the law firm Golomb Spirt Grunfeld, P.C. and Kelly K. Iverson and Patrick D. Donathen of the law firm Lynch Carpenter, LLP as Settlement Class Counsel for the Settlement Class.

#### **Notice to the Settlement Class**

15. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement and appear at the Final Approval Hearing, and of these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, constitutional due process, and any other legal requirements.

16. The CAFA Notice provided by the Settlement Administrator met all requirements of the Act.

17. The Representative Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the settlement set forth in the Settlement Agreement.

18. [All objections to the settlement set forth in the Settlement Agreement having been considered and having been found either to be mooted by the settlement or not supported by credible evidence, the settlement set forth in the Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and is hereby approved.]

19. [Every Settlement Class Member who exercised their right to opt out of the Settlement is hereby excluded from the Settlement Class.]

20. Each Released Claim of each Settlement Class Member is hereby extinguished as against the Released Persons.

#### **Other Provisions**

21. The Parties to the Settlement shall carry out their respective obligations thereunder.

22. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

23. As of the Effective Date, the Releasing Parties, release all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Litigation's operative complaint (the "Released Claims").

24. As of the Effective Date the Released Parties will be deemed to have been completely released and forever discharged for the Releasing Parties' Released Claims.

25. The Settlement Class Representatives and Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Released Persons or prosecuting any claim based on any actions taken by any of the Released Persons that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete defense to any proceeding subject to this section.

26. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

27. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; **provided, however**, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

28. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other Person subject to the provisions of this Final Approval Order and Judgment.

29. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

30. Consistent with the Settlement, in the event the Effective Date does not occur, this Judgment Order shall be rendered null and void and shall be vacated and, in such event, as provided

in the Settlement Agreement; this Judgment and all orders entered in connection herewith shall be vacated and null and void.; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

31. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement as set forth in the Settlement Agreement.

IT IS SO ORDERED.

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JOEL H. SLOMSKY  
UNITED STATES DISTRICT JUDGE



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and  
BRITNEY RICHARDSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,  
formerly known as and operating as  
ABINGTON REPRODUCTIVE MEDICINE,  
P.C., also known as REGIONAL WOMENS  
HEALTH GROUP, LLC, d/b/a/ SINCERA  
REPRODUCTIVE MEDICINE

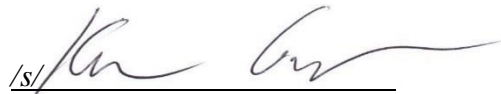
Defendant.

Case No.: 2:21-cv-03072-JHS

**CERTIFICATE OF SERVICE**

I, Kenneth Grunfeld, hereby certify that on the 24<sup>th</sup> day of July 2023, I caused a true and correct copy of the foregoing Motion for Final Approval to be filed and served via the Court's CM/ECF filing system on all counsel of record.

Dated: July 24, 2023



Kenneth J. Grunfeld