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| DISTRICT COURT, ARAPAHOE COUNTY, COLORADO | | DATE FILED August 15, 2025 10:35 AM CASE NUMBER: 2025CV30456 |
| Court Address: 7325 South Potomac St. Centennial, CO 80112 | | |
| Plaintiffs: Paula Henderson, Shykira Scott, Daniel Jones, Carol Goldberg, Vahram Haroutunian, Brian Kearney, Hilda Lopez, Preference Robinson, Sharon Etchieson, Radhe Banks, Jonathan Trusty, Marie Netrosio, Michaela Mujica-Steiner, Roger Loeb, Kyle Denlinger, Martin Coleman, Alyssa Halaseh, Rachel Hunter, Todd Valentine and David Moynahan, <i>on behalf of themselves and all others similarly situated</i> , v. | | ▲ COURT USE ONLY ▲ |
| Defendants: Reventics, LLC, OMH Healthedge Holdings, Inc., d/b/a Omega Healthcare | | Case No.: 2025CV30456 Div.: 204 |
| [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT | | |

This matter comes before the Court on Plaintiffs' Motion for Final Approval of the proposed class action Settlement with Defendants Reventics, LLC and OMH Healthedge Holdings, Inc., d/b/a Omega Healthcare ("Defendants"). This Motion is unopposed. Having considered all papers filed and arguments made with respect to the Settlement, and having provisionally certified a Settlement Class, the Court hereby FINDS as follows.

1. This case is a Class Action litigation against Defendants. The Settlement Class is defined as follows: "All United States residents whose Private Information was potentially

exposed to unauthorized third parties as a result of the data breach allegedly discovered by Defendant on or before December 15, 2022.”

2. Excluded from the Settlement Class are: (a) all persons who are governing board members of Defendants, (b) governmental entities, (c) the Court, the Court’s immediate family, and Court staff, and (d) any individual who timely and validly opts-out of the Settlement.

3. Certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement and the Preliminary Approval Order, is appropriate pursuant to Colorado Rules of Civil Procedure Rule 23.

4. Notice to the Settlement Class required by Colo. R. Civ. P. 23 has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice program practicable under the circumstances and satisfies Colo. R. Civ. P. 23 and due process.

5. The Settlement Agreement was arrived at as a result of arms’ length negotiations conducted in good faith by counsel for the parties and is supported by the parties.

6. The Settlement, as set forth in the Settlement Agreement, is fair, reasonable and adequate to the members of the Settlement Class, in light of the complexity, expense and duration of litigation, and the risks involved in establishing liability, damages and in maintaining the class action through trial and appeal.

7. The relief provided in the Settlement constitutes fair value given in exchange for the release of claims.

8. There were 31 requests for exclusion to the Settlement. All timely requests for exclusion shall be honored. The following individuals submitted a timely request for exclusion:

Carter, John; Carter, Ryan; Gray, Allison J; Helgeson, Linda; Holland, Frank D; Hollis, Wendall; Kennell, Bruce; Kip, Gregory; Lopez, Edward Steven; Mark, Julia; Marks, Charlotte; Marks, Georgia; Mason, Gayle; Mason, Kenneth F; Miller, Sherlee M.; Orcajo, Conrado; Pehrson, Aaron P; Piombino, Lorraine; Prado, Nina; Quimby, Sue; Rockwell, Buffy; Smith, Markiesha; Sosebee, Carolyn; Spiegel, Rhonda; Steves, Linda; Swain, Annette; Trapp, Sally; Tucker, Mary; Voss, Gary; West, Felicia; and Williams, Frances.

9. On May 28, 2025, Plaintiffs filed a motion for recovery of their attorneys' fees, litigation costs and Service Awards for the Representative Plaintiffs. That motion will be the subject of a separate Order.

10. The parties and each Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

11. It is in the best interests of the parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party, which in any way relates to the applicability or scope of the Settlement Agreement or the Final Approval Order, should be presented exclusively to this Court for resolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

12. The Settlement Agreement submitted by the parties for the Settlement Class is approved pursuant to Colo. R. Civ. P. 23 as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed Settlement is finally approved and shall be consummated in accordance with the

terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

13. Judgment is hereby entered on the terms set forth in the Settlement Agreement.

14. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

15. Each Settlement Class Member is permanently barred and enjoined from instituting, maintaining or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims against the Released Parties.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this Settlement, including the administration and consummation of the Settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants and each Settlement Class Member for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all members of the Settlement Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise,

any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. Settlement Administrator CPT Group, Inc. is awarded its costs of \$1,690,000, to be paid from the settlement fund. CPT Group, Inc. shall continue to effectuate the terms of the settlement agreement including accounting, distribution of funds and communicating with Defendants' counsel and Class Counsel through the claims payment distribution process.

18. The Court hereby directs the Clerk to enter final judgment forthwith. No further notice of the entry of this Order shall be required, although CPT Group, Inc. shall be required to forthwith publish this Order on the Settlement Website.

IT IS SO ORDERED.

Date: August 15, 2025



JUDGE OF THE DISTRICT COURT