

CAUSE NO. DC-24-09642

NORMA COVEY, LEWIS BENAVIDES, ROBERT LEIGH- MANUELL, DAVID HICKEY, and MARK BENNETT on behalf of themselves and all others similarly situated, Plaintiffs, v. TEXAS RETINA ASSOCIATES, Defendant.	IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS 101st JUDICIAL DISTRICT
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SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 1, 2026, is made and entered into by and among the following Settling Parties (as defined below): (i) Norma Covey, Robert Leigh-Manuell, and Lewis Benavides (“Plaintiffs”), individually and on behalf of the Class (as defined below); and (ii) Texas Retina Associates (“TRA” or “Defendant”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that on or about March 27, 2024, an unauthorized third party gained access to the Defendant’s network and computer systems and obtained Defendant’s files containing

Plaintiffs’ and Class Members’ sensitive personal information (the “Data Incident”). On or about June 28, 2024, Defendant provided mailed notification of the Data Incident to approximately 311,880 individuals for whom sufficient contact information could be found. Substitute notice was provided for any individual for whom contact information could not be located., notifying them that their personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively referred to as “Private Information” as defined below) may have been impacted by the Data Incident. Four related actions *Covey v. Texas Retina Associates, et al.*, No. DC-24-09642; *Leigh-Manuell v. Texas Retina Associates, et al.*, No. DC-24-09953; *Benavides v. Texas Retina Associates, et al.*, No. DC-24-10812; and *Sira v. Texas Retina Associates, et al.*, No. DC-24-11280 were filed in response to the Data Incident, and the Court subsequently consolidated those actions under the first filed *Covey* action for future proceedings.

Plaintiffs filed their consolidated complaint on September 27, 2024 and asserted claims for (1) negligence; (2) negligence per se; (3) breach of implied contract; (4) breach of fiduciary duty; (5) unjust enrichment; (6) invasion of privacy; and (7) declaratory judgment/injunctive relief against TRA relating to the Data Incident (the “Litigation”). Defendant denies the allegations asserted in the Litigation and denies liability, harm to Plaintiffs and the Class (defined below), and any alleged damages to Plaintiffs and the Class.

Soon after the filing of the consolidated complaint, the Parties agreed to explore informal resolution and the Parties exchanged informal discovery to aid settlement negotiations, including information targeted at the nature of the Data Incident, the size and scope of the Settlement Class, the data elements at issue, Defendant’s responsive and remedial measures, and Defendant’s financial condition.

The Parties attended a full day mediation with experienced data breach mediator Jill Sperber of Judicate West on May 7, 2025, but were unable to resolve the matter. The Parties continued negotiations, but ultimately proceeded to formal discovery with each side propounding documents requests and interrogatories. Throughout the pendency of discovery, the Parties engaged in arms-length negotiations. Ultimately, the Parties agreed to settle the action on a classwide basis and according to the terms set forth herein.

This Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against TRA relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against TRA relating to the Data Incident.

Plaintiffs believe the claims asserted in the Litigation, as set forth in the consolidated complaint, have merit. Plaintiffs and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against TRA through motions practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class.

Defendant denies each and all of the claims and contentions alleged against it in the Litigation. Defendant denies all charges of wrongdoing, injury, damages, or liability as alleged, or

which could be alleged, in the Litigation. Nonetheless, Defendant, recognizing the uncertainty and risks inherent in litigation, has concluded that further 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.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, and TRA that, subject to the approval of the Court, the Litigation shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, whether preceding this section of the Agreement or thereafter, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator as well as the performance of other administrative duties performed in service of this Agreement (as defined below).

1.3 “Claims Administrator” means RG2 Claims Administration LLC, a company experienced in administering class action claims and settlements generally and specifically those of the type provided for and made in data breach litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below). The Claim Form, subject to Court approval, will be substantially in the form shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below), and in paper format for Settlement Class Members who specifically request a paper copy.

1.6 “Class Counsel” means Raina Borrelli of Strauss Borrelli PLLC, John Nelson of Milberg, PLLC, and Charles Schaffer of Levin Sedran & Berman LLP.

1.7 “Costs of Claims Administration” means all reasonable, actual costs for Claims Administration incurred in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the notice plan and providing Notice to the Settlement Class. Costs of Claims Administration also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement. Defendant will pay all Costs of Claims Administration separately and apart from all other benefits herein.

1.8 “Data Incident” means the cybersecurity incident perpetrated against TRA giving rise to the Litigation.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered

a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award for fees and expenses or service award made in this case shall not affect whether the Judgment is "Final" as defined herein. Nor will any such modification or reversal affect any other aspect of the Judgment.

1.11 "Judgment" means a judgment rendered by the Court.

1.12 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form, subject to Court approval, shown in **Exhibit C** hereto.

1.13 "Objection Date" means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.14 "Opt-Out Date" means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 "Person" means an individual, corporation, partnership, limited partnership, limited liability company, partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assigns.

1.16 “Private Information” means certain PII and PHI, including, but not limited to, full names, addresses, phone numbers, email addresses, dates of birth, gender, Social Security numbers, medical record numbers, clinical information, prescription information, medical information, health information, and/or health insurance information.

1.17 “Plaintiffs” or “Class Representatives” means Norma Covey, Robert Leigh-Manuell, and Lewis Benavides.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering notice be provided to the Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.19 “Released Claims” shall collectively mean any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions,

occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. Released claims shall not include claims relating to medical malpractice or any claims unrelated to the Data Incident that Plaintiffs and Settlement Class Members have, or may have in the future, against TRA and, to avoid doubt, that TRA may have, or may have in the future, against Plaintiffs or any Settlement Class Member.

1.20 “Released Parties” means TRA and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes such entity who is, was, or could have been named as a defendant in the Litigation.

1.21 “Settlement” means the settlement of the Litigation by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.22 “Settlement Claim” or “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all individuals whose Private Information was accessed and/or acquired by an unauthorized party as a result of the Data Incident reported by Defendant in April 2024. The Settlement Class specifically excludes: (i) TRA; and (ii) The judge presiding over

this case and their staff and family. The Settlement Class consists of approximately 311,880 persons.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.25 “Settlement Website” means the website described in ¶ 3.2(c).

1.26 “Settling Parties” means, collectively, TRA and Plaintiffs, individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees and costs, and the date of the Final Fairness Hearing (as defined below).

1.28 “United States” means all 50 states, the District of Columbia, and all territories.

1.29 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.4.

2. Settlement Benefits

2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) was incurred between March 27, 2024 and the Claims Deadline; and (iv) the Settlement Class

Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement Class Member's credit monitoring insurance and identity theft insurance. To receive reimbursement for documented monetary losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. To be valid, a claim for reimbursement of documented losses must be supported by third-party documentary evidence. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement.

2.1.2. Settlement Class Members seeking reimbursement for documented monetary losses must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. In submitting a Claim Form, a Settlement Class Member must affirm under penalty of perjury that information and documents submitted are true and correct. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.1.3. Nothing in this Settlement Agreement shall be construed as requiring TRA to provide, and TRA shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor

child or ward), or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.2 Cash Payment. Settlement Class Members may submit a claim to receive a \$45 cash payment in lieu of any documented loss claims under ¶ 2.1. Settlement Class Members will not need to supply any documentary proof to select this option, but must submit a valid Claim Form attesting under penalty of perjury that they are a Settlement Class Member.

2.3 Identity Theft Protection. Settlement Class Members are eligible to claim three (3) years of identity theft protection services, which will include one credit bureau monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

2.4 Dispute Resolution for Claims.

2.4.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (iv) the claimed loss is reasonably traceable to the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the Claim is complete and plausible. For any claims the Claims

Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties through counsel. If the Settling Parties, mutually, do not agree with the Claimant's claim, after meeting and conferring, then the Claim shall be denied. If the Settling Parties disagree regarding the treatment of the Claim, the Claimant's claim shall be resubmitted and referred to the Claims Administrator for a final binding and independent resolution.

2.4.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant thirty (30) days from the transmission of a cure notice to cure the defect before rejecting the claim. If the defect is not timely cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

2.4.3 Following receipt of additional information from a claimant subject to a cure notice, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Claim is facially valid, then the Claim shall be paid subject to ¶ 2.4.4. If the Claims Administrator determines that such a Claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the Claim, then the Claims Administrator may reject the Claim without any further action. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to counsel for the Settling Parties to resolve, with such resolution to be completed within ten (10) days of referral from the Claims Administrator.

2.4.4 The Claims Administrator shall administer and calculate distributions for Valid Claims. Class Counsel and counsel for TRA shall be given reports for the Valid Claims and have the right to challenge any such claim, including distributions thereunder. Class Counsel or counsel for TRA may request from the Claims Administrator and be provided through secure transmission, for any Valid Claim, the name of the Settlement Class Member, dollar amounts to be paid as extraordinary or ordinary losses, and all supporting documentation submitted for the Claim. If the Settling Parties agree within 10 days of receiving the requested information that any such claim is improper, the Claims Administrator shall follow counsel's joint direction on the disposition of the claim. If the Settling Parties agree the Valid Claim should be allowed or cannot agree on the disposition of a Valid Claim, the Claims Administrator shall proceed with payment on the Valid Claim.

2.4.5 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1-3.2, and costs of Claims Administration under ¶¶ 8.1-8.3, shall be paid by TRA separate and apart from the benefits afforded herein. If this Settlement Agreement is terminated or not approved, TRA will be responsible only for the costs specified above incurred by the date of termination or such non-approval.

2.5 Class Certification. The Settling 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 for 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 Settling Party's

position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court, and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.5;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Raina Borrelli of Strauss Borrelli PLLC, John Nelson of Milberg, PLLC, and Charles Schaffer of Levin Sedran & Berman LLP as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit B**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit C**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement,

instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit A**, attached hereto; and
- h) appointment of RG2 Claims Administration LLC as the Claims Administrator.

3.2 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information*: Within fourteen (14) days of entry of the Preliminary Approval Order, TRA shall provide the Claims Administrator with a list that includes the name and physical address of each Settlement Class Member (collectively, "Settlement Class Member Information"), to the extent that information is in the possession of TRA and/or the Released Entities. The Claims Administrator shall utilize industry standard practices for verifying the names and addresses of Settlement Class Members prior to sending Notice.
- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide data and information in its possession to the Settling Parties upon request, the Claims

Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Member Information.

- c) No later than twenty-one (21) days after entry of the Preliminary Approval Order, TRA shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to TRA within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide TRA with instructions for payment and Form W-9. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If TRA does not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within twenty-one (21) days after TRA receives this information. Payment of the remaining costs of Notice and Settlement Administration shall be made within thirty (30) days of the Effective Date. The Settlement Administrator must submit an invoice to TRA for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.
- d) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Agreement, their rights, relevant Settlement dates and deadlines, and related information. The Settlement Website shall include,

in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supply supporting documentation, electronically.

- e) *Short Notice:* Not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:

- via direct mail to the postal address provided within the Settlement Class Member Information. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;
- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the

forwarding address within seven (7) days of receiving the returned Short Notice;

- in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- f) Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;
- g) A toll-free help line shall be made available to provide Settlement Class Members with information relevant to this Settlement through the Effective Date and longer if agreed upon by the Settling Parties;

- h) The Claims Administrator also will provide hard copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and
- i) Contemporaneously with seeking Final approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall be commenced within forty-five (45) days after entry of the Preliminary Approval Order. Class Counsel, in their discretion, may issue a reminder notice if the claims rate is below 2.25%.

3.4 Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign with a wet-ink signature and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class, identify the case name, state the individual’s full name, current address, telephone number, and e-mail address (if any), and include a statement indicating a request to be excluded from the Settlement Class. The opt-out request must be personally signed by the Settlement Class member. No person shall purport to exercise any

exclusion rights of any other person, or purport to opt-out Settlement Class Members as a group, in the aggregate, or as a class, or to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program is completed pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class (i.e., Settlement Class Members) in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any benefits from the settlement.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (i.e., exclusions) submitted, TRA may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If TRA voids the Settlement Agreement pursuant to this paragraph, TRA shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation, excepting settlement expenses paid arising from acts of fraud by the party from whom recovery is sought.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice must be filed with the Clerk of the Court and mailed to the Claims Administrator, Class Counsel, and counsel for TRA. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) a list of all other lawsuits (if any) in which the objector and/or his/her attorney has submitted an objection to a class action settlement within the last five (5) years; and (vii) the objector's wet-ink signature and, if applicable, the wet-ink signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days from the date on which notice program is commenced pursuant to ¶ 3.2. Concurrently and by the same date, a copy of the objection must be mailed and postmarked or emailed to the Claims Administrator to the physical or email address established by the Claims Administrator and identified in the Claim Form. The Claims Administrator will forward, upon receipt, the objection to Class Counsel and counsel for TRA.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately

and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Texas Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted against any one or more of the Released Parties.

6.2 Upon the Effective Date, TRA shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Class Counsel of all claims, including Unknown Claims, based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Notwithstanding the

above, any other claims or defenses TRA may have against such Persons including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither TRA nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

7. Class Counsels' Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service awards to Plaintiffs, as provided for in ¶¶ 7.2-7.3, until after the substantive terms of the settlement had been agreed upon, other than that TRA would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. TRA and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 TRA has agreed to pay Class Counsels' attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$1,000,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. No Person shall have any claim against the Claims Administrator and/or TRA based on allocations or distributions of attorneys' fees, costs, and expenses by Class Counsel.

7.3 Subject to Court approval, TRA has agreed not to object to a request for a service award in the amount of \$1,000.00 to each named Plaintiff.

7.4 If awarded by the Court, TRA shall pay the attorneys' fees, costs, expenses, and service awards to Class Counsel within twenty-one (21) days of the Effective Date and the receipt of payment information and Form W-9 for the payee. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel and the service awards to Plaintiffs consistent with ¶¶ 7.2-7.3. TRA and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel and service award to Plaintiffs.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to Plaintiffs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and TRA shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve Claims Administration issues. The Claims Administrator's

determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the process set forth in ¶ 2.4. The Settlement Administrator must submit an invoice to TRA for payment of all Valid Claims within fifteen (15) days of the Claim Deadline or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth herein, whichever occurs later. TRA shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within thirty (30) days of the Effective Date.

8.2 Checks or electronic payment (if selected by a Settlement Class Member) for approved Valid Claims shall be mailed and postmarked or electronically transferred within forty-five (45) days of the Effective Date.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, TRA, Released Parties, Class Counsel, Plaintiffs, and/or TRA's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for TRA.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) TRA has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3 or as otherwise permitted by this Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for TRA mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to TRA's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1-6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other

proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

10. Miscellaneous Provisions

10.1 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.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. 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 by the Settling Parties and reflects a settlement 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. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 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 of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any 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 of any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of 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.

10.4 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.

10.5 This Agreement contains the entire understanding between TRA and Plaintiffs regarding the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between TRA and Plaintiffs in connection with the Settlement. Except as otherwise provided herein, each party shall bear its own costs. Any agreements reached between TRA, Plaintiffs, and any third party, are expressly excluded from this provision.

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

Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission. Any attempt to assign rights or obligations hereunder without such consent shall be void and of no force or effect.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the District Courts of Dallas County, Texas for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check or accepting an electronic payment of a Settlement distribution is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a

check becomes void, the Settlement Class Member shall have until three (3) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and TRA shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two (2) months from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement as established by their signatures below.

Dated: June 30, 2026

Respectfully submitted,

/s/ *Raina Borrelli*

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**ATTORNEYS FOR PLAINTIFFS
AND PROPOSED CLASS**

**Pro Hac Vice*

/s/  Norma Covey (Jul 1, 2026 09:43:21 CDT)
Norma Covey

/s/
Lewis Benavides

/s/
Robert Leigh-Manuell

REPRESENTATIVE PLAINTIFFS

**ATTORNEYS FOR PLAINTIFFS
AND PROPOSED CLASS**

**Pro Hac Vice*

/s/
Norma Covey

/s/ ~~Luis Benavides~~ (Jun 30, 2026 20:13:18 CDT)
Lewis Benavides

/s/
Robert Leigh-Manuell

REPRESENTATIVE PLAINTIFFS

**ATTORNEYS FOR PLAINTIFFS
AND PROPOSED CLASS**

**Pro Hac Vice*

/s/
Norma Covey

/s/
Lewis Benavides

/s/ *Robert Allen Leigh-Manuell*
Robert Leigh-Manuell

REPRESENTATIVE PLAINTIFFS

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