

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

**Linda Hulewat; Karen Foti Williams;
Ralph Gallegos; Michael Martinez;
Lynnae Anderson; Candia Franklin;
Marie Therese Montoya; Charles
Peterson; Robert Kirk; Marilyn
Zajacka; Lynda Israel; Latricia Pelt;
Barry Pelt; Ken Waters; Brenda
Moreno-Decerra; Robert Ahrensdoerf;
and David Yeager; individually, and all
others similarly situated,**

Plaintiffs,

v.

**Medical Management Resource Group,
L.L.C.; Barnet Dulaney Perkins Eye
Center, PC; Marc Ellman, M.D., P.A.
d/b/a Southwest Eye Institute;
Southwestern Eye Center, Ltd.; and
Eye Associates of Nevada d/b/a SWEC
Vision Institute,**

Defendant.

Case No. 2:24-cv-00377-DJH

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This case is before the Court on Plaintiffs Linda Hulewat, Karen Foti
2 Williams, Ralph Gallegos, Michael Martinez, Lynnae Anderson, Marie Therese
3 Montoya, Charles Peterson, Robert Kirk, Marilyn Zajacka, Lynda Israel, Latricia
4 Pelt, Barry Pelt, Ken Waters, Robert Ahrens Dorf, and David Yeager (collectively
5 “Plaintiffs”) Unopposed Motion for Preliminary Approval of the Class Action
6 Settlement (the “Motion”).

7 The Court, having considered the Motion, the supporting brief, the Parties’
8 Settlement Agreement dated November 17, 2025, (the “Settlement”); the proposed
9 Claim Form, Short Form Notice, Long Form Notice, Publication Notice (attached
10 as Exhibits A, B, C, and E respectively, to the Settlement Agreement); the pleadings
11 and other papers filed in this Action; and the statements of counsel and the Parties,
12 and for good cause shown:

13 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

14 **Preliminary Approval of Settlement Agreement**

15 Unless otherwise defined herein, all capitalized terms as used in this Order shall
16 have the definitions and meanings accorded to them in the Settlement Agreement.

17 1. The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the
18 Litigation, Plaintiffs, all Settlement Class Members, Defendant Medical
19 Management Resource Group, L.L.C.; Barnet Dulaney Perkins Eye Center, PC;
20 Marc Ellman, M.D., P.A. d/b/a Southwest Eye Institute; Southwestern Eye Center,
21 Ltd.; and Eye Associates of Nevada d/b/a SWEC Vision Institute (“Defendant” or
22 “American Vision”) and any party to any agreement that is part of or related to the
23 Settlement Agreement.

24 2. The Court finds that the proposed Settlement set forth in the
25 Settlement Agreement is sufficiently fair, reasonable, and adequate such that it is

1 hereby preliminarily approved and notice of the settlement should be provided to
2 the Settlement Class Members and that a hearing should be held as set forth below.

3 **Class Certification**

4 3. Solely for purposes of the Settlement, the Court conditionally certifies
5 the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) (“Damages
6 Settlement Class”):

7 **The approximately 258,070 U.S. residents whose Social Security**
8 **numbers and other personal information were compromised in**
9 **the Data Breach. Excluded from the Damages Class are the**
10 **Defendant, their representatives, any judicial officer presiding**
11 **over the matter, and such judicial officers’ immediate family**
12 **members and staff. The Damages Settlement Class Members are**
13 **eligible to submit a claim under the Damages Class Benefits.**
14 **Plaintiffs Karen Foti Williams, Michael Martinez, Robert Kirk,**
15 **Lynda Israel, Ken Waters, and David Yeager are Damages**
16 **Settlement Class Members. Excluded from the Settlement Class**
17 **are the Defendant, their representatives, any judicial officer**
18 **presiding over the matter, and such judicial officers’ immediate**
19 **family members and staff.**

20 4. Solely for purposes of the Settlement, the Court conditionally certifies
21 the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(2) (“Injunctive Relief
22 Class”, and together with the Damages Settlement Class, the “Settlement Class”):

23 **All individuals whose personal information is collected or maintained by**
24 **Defendant. Plaintiffs Linda Hulewat; Karen Foti Williams; Ralph**
25 **Gallegos; Michael Martinez; Lynnae Anderson; Marie Therese**
26 **Montoya; Charles Peterson; Robert Kirk; Marilyn Zajacka; Lynda**
27 **Israel; Latricia Pelt; Barry Pelt; Ken Waters; Robert Ahrens Dorf; and**
28 **David Yeager are Injunctive Relief Class Members. Excluded from the**
29 **Injunctive Relief Class are Defendant, their representatives, any judicial**
30 **officer presiding over the matter, and such judicial officers’ immediate**
31 **family members and staff.**

1 5. Subject to final approval of the Settlement, the Court finds and
2 concludes for settlement purposes only that the prerequisites to a class action, set
3 forth in Fed. R. Civ. P. 23(a) and (b) are satisfied in that:

4 (a) the Settlement Class is so numerous that joinder of all members is
5 impracticable;

6 (b) there are questions of law or fact common to the Settlement Class;

7 (c) Plaintiffs and Class Counsel (as defined below) fairly and adequately
8 represent the Settlement Class, and Plaintiffs' interests are aligned with the interests
9 of all other members of the Settlement Class;

10 (d) the Claims of Plaintiffs are typical of those of Settlement Class
11 Members;

12 (e) common issues predominate over any individual issues affecting the
13 members of the Settlement class, and;

14 (f) settlement of the Litigation on a class-action basis is superior to other
15 means of resolving this matter.

16 6. The Court appoints Gary M. Klinger of Milberg Coleman Bryson
17 Phillips Grossman PLLC, Raina C. Borrelli of Strauss Borrelli PLLC, Terence
18 Coates of Markovits, Stock & DeMarco, LLC, and J. Austin Moore of Stueve Siegel
19 Hanson LLP as Class Counsel, having determined that the requirements of Rule
20 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

21 7. The Court hereby appoints Plaintiffs Linda Hulewat, Karen Foti
22 Williams, Ralph Gallegos, Michael Martinez, Lynnae Anderson, Marie Therese
23 Montoya, Charles Peterson, Robert Kirk, Marilyn Zajacka, Lynda Israel, Latricia
24 Pelt, Barry Pelt, Ken Waters, Robert Ahrens Dorf, and David Yeager as the Class
25 Representatives for settlement purposes only on behalf of the Settlement Class.

1 **Notice to Settlement Members**

2 8. At the hearing for Plaintiffs' Motion for Preliminary Approval of the
3 Class Action Settlement, the Court approved the Settlement Agreement, as well as
4 the Long Notice, Short Notices, and Publication Notice to the Settlement
5 Agreement, and finds that the dissemination of the Settlement Notices substantially
6 in the manner and form set forth the Settlement Agreement ("Notice Plan")
7 complies fully with the requirements of Federal Rule of Civil Procedure 23 and the
8 due process of law, and is the best notice practicable under the circumstances.

9 9. The Court further approves the Claim Form, substantially similar to
10 Exhibit C attached to the Settlement Agreement. The Claim Form, Exhibit A to the
11 Settlement Agreement, will be available on the Settlement Website and by request.

12 10. The notice procedures described in the Notice Plan are hereby found
13 to be the best means of providing notice under the circumstances and, when
14 completed, shall constitute due and sufficient notice of the proposed Settlement and
15 the Final Fairness Hearing to all persons affected by and/or entitled to participate in
16 the Settlement, in full compliance with the notice requirements of Rule 23 of the
17 Federal Rules of Civil Procedure and due process of law.

18 11. No later than thirty (45) days from the date of this Order preliminarily
19 approving the Settlement Agreement, the Settlement Administrator shall send the
20 Short Notices to each Damages Settlement Class Member through mailing the Short
21 Form Notices via electronic mail and/or U.S. Mail, first-class; and shall publish the
22 Long Notice on the Settlement Website as stated in the proposed Notice Plan. The
23 Settlement Administrator will also publish notice to the Injunctive Relief Class as
24 stated in the proposed Notice Plan. Contemporaneously with seeking Final
25 Approval of the Settlement, Class Counsel shall cause to be filed with the Court an

1 appropriate affidavit or declaration from the Claims Administrator with respect to
2 complying with the Notice Plan.

3 12. All costs incurred in disseminating or otherwise in connection with
4 the Settlement Notice shall be paid from the Settlement Fund pursuant to the
5 Settlement Agreement.

6 13. The Settlement Notices and Claim Form satisfy the requirements of
7 due process and of Rule 23(e) of the Federal Rules of Civil Procedure and are thus
8 approved for dissemination to the Settlement Class. The Claim Forms shall be made
9 available to the Settlement Class Members as set forth in the Notice Plan and shall
10 be made available to any Claims and the Released Parties.

11 14. The Settlement Administrator shall prepare and send all notices that
12 are required by the Class Action Fairness Act of 2005 (“CAFA”) as specified in 28
13 U.S.C. 1715. Class Counsel and Counsel for Defendant shall cooperate promptly
14 and fully in the preparation of such notices, including providing Defendant potential
15 Class Member that requests one.

16 **Attorneys’ Fees, Costs, and Service Awards**

17 15. The Settlement Agreement provides that, as part of the Settlement,
18 Class Counsel will request an amount of attorneys’ fees not to exceed one-third of
19 the value of the Settlement, inclusive of the value of the relief made available to the
20 Injunctive Relief Class, along with reasonable litigation costs. Pursuant to the
21 Settlement, Plaintiffs shall file their motion requesting attorneys’ fees, costs, and
22 service awards no later than 14 days before the Damages Settlement Class’s Opt out
23 and Objections deadline.

24 **Responses by Settlement Class Members and the Scheduling of a Final**
25 **Approval Hearing**

1 16. The Damages Settlement Class Members may opt-out or object up to
2 sixty (60) days after the Notice Date (the “Opt-Out Deadline”).

3 17. Any members of the Damages Settlement Class Members who wish
4 to be excluded (“opt-out”) from the Damages Settlement Class must send a written
5 request to the designated Post Office box established by the Claims Administrator
6 postmarked on or before the Opt-Out Deadline. Members of the Damages
7 Settlement Class may not opt-out of the Settlement by submitting requests to opt-
8 out as a group or class, but must in each instance individually and personally submit
9 an opt-out request. All Damages Settlement Class Members who opt-out of the
10 Settlement will not be eligible to receive any benefits under the Settlement, will not
11 be bound by any further orders or judgments entered for or against the Damages
12 Settlement Class, and will preserve their ability to independently pursue any claims
13 they may have against Defendant.

14 18. Any member of the Damages Settlement Class Members who does
15 not properly and timely opt-out of the Settlement shall, upon entry of the Final
16 Approval Order and Final Judgment, be bound by all the terms and provisions of
17 the Settlement Agreement and Released Claims, whether or not such Damages
18 Settlement Class Member objected to the Settlement and whether or not such
19 Damages Settlement Class Member received consideration under the Settlement
20 Agreement.

21 19. A hearing on the Settlement (the “Final Approval Hearing”) shall be
22 held before the Court _____, 2026 at ____:__.m.

23 20. At the Final Approval Hearing, the Court will consider (a) the
24 fairness, reasonableness, and adequacy of the proposed class Settlement and
25 whether the Settlement should be granted final approval by the Court; (b) dismissal

1 with prejudice of the Litigation; (c) entry of an order including the release of claims
2 and release of Enroll; (d) entry of a final approval order; and (e) entry of final
3 judgment in this Litigation. Proposed Class Counsel's application for award of
4 attorneys' fees and expenses, and requests for the Court to award a service award to
5 the named Plaintiffs, shall also be heard at the time of the hearing.

6 21. The date and time of the Final Approval Hearing shall be subject to
7 adjournment by the Court without further notice to the members of the Settlement
8 Class, other than that which may be posted by the Court. Should the Court adjourn
9 the date for the Final Approval Hearing, that shall not alter the deadlines for mailing
10 and publication of notice, the Opt-Out Deadline, or the deadlines for submissions of
11 settlement objections, claims, and notices of intention to appear at the Final Fairness
12 Hearing unless those dates are explicitly changed by subsequent Order. The Court
13 may also decide to hold the hearing via zoom or telephonically. Instructions on how
14 to appear at the Final Fairness Hearing will be posted on the Settlement Website.

15 22. Any person or entity who or which does not elect to be excluded from
16 the Damages Settlement Class may, but need not, enter an appearance through their
17 own attorney. Damages Settlement Class Members who do not timely object or opt-
18 out and that do not have an attorney who enters an appearance on their behalf will
19 be represented by Class Counsel.

20 23. Any person or entity who or which does not elect to be excluded from
21 the Damages Settlement Class may object to the proposed Settlement. Any
22 Damages Settlement Class Member may object to, among other things, (a) the
23 proposed Settlement, (b) entry of Final Approval Order and the judgment approving
24 the Settlement, (c) Proposed Class Counsel's Application for fees and expenses, or
25 (d) the service award request, by (i) serving a written objection upon Proposed Class

1 Counsel and Defendant's counsel or (ii) filing the written objection with the Court
2 through the Court's ECF system, with service on Proposed Class Counsel and
3 Defendant's counsel made through the ECF system.

4 24. Any Damages Settlement Class Member making the objection (an
5 "Objector") must submit the objection in writing and include all the following
6 information: (i) the objector's full name and address; (ii) the case name and docket
7 number: *Hulewat et al. v. Medical Management Resource Group LLC d/b/a*
8 *American Vision Partners, et al.*, Case No. 2:24-cv-00377-DJH; (iii) a written
9 statement of all grounds for the objection, including whether the objection applies
10 only to the objector, to a subset of the Damages Settlement Class, or to the entire
11 Damages Settlement Class, accompanied by any legal support for the objection the
12 objector believes applicable; (iv) the identity of any and all counsel representing the
13 objector in connection with the objection; (v) a statement whether the objector
14 and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the
15 objector's signature or the signature of the objector's duly authorized attorney or
16 other duly authorized representative (if any) representing him or her in connection
17 with the objection.. To be timely, any objection must be filed with the Clerk of Court
18 no later than sixty (60) Days after Notice Date.

19 25. If the objecting Damages Settlement Class Member intends to appear
20 at the Final Approval Hearing through counsel, the notice of appearance filed with
21 the Court must also identify the attorney(s) representing the objector who will
22 appear at the Final Approval Hearing and include each such attorney's name,
23 address, phone number, email address, state bar(s) to which counsel is admitted.

24 26. If the objecting Damages Settlement Class Member intends to request
25 permission from the Court to call witnesses at the Final Approval Hearing, the

1 objecting Settlement Class Member must provide a list of any such witnesses
2 together with a brief summary of each witness's expected testimony at least thirty
3 (30) Days before the Final Approval Hearing.

4 27. In order to be timely, objections, along with any notices of intent to
5 appear, must be mailed to Proposed Class Counsel and Defendant's Counsel with a
6 postmark date of no later than sixty (60) days after the Notice Date.

7 28. Only Damages Settlement Class Members who have filed and served
8 valid and timely notices of objection shall be entitled to be heard at the Final
9 Fairness Hearing. Any Damages Settlement Class Member who does not timely
10 mail or file and serve an objection in writing in accordance with the procedure set
11 forth in the Class Notice and mandated in this Order shall be deemed to have waived
12 any objection to (a) the Settlement; (b) the Released Claims and Released Parties;
13 (c) entry of Final Approval Order or any judgment; (d) Proposed Class Counsel's
14 application for fees, costs, and expenses, and/or (e) the Service Award requests for
15 the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

16 29. Settlement Class Members need not appear at the hearing or take any
17 other action to indicate their approval.

18 30. Upon entry of the Order and Final Judgment, all members of the
19 Damages Settlement Class who have not personally and timely requested to be
20 excluded from the Settlement Class will be enjoined from proceeding against
21 Defendant with respect to all of the Released with any and all information in their
22 possession necessary for the preparation of these notices. Defendant shall provide
23 courtesy copies of the notices to Proposed Class Counsel for the purpose of
24 implementing the settlement.

1 31. Upon entry of the Order and Final Judgment, each Injunctive Relief
2 Class Member shall be deemed to have, fully, finally, and forever released,
3 relinquished, and discharged the Released Parties from any and all claims for
4 injunctive and/or declaratory relief.

5 **Administration of the Settlement**

6 32. The Court hereby appoints the settlement administrator proposed by
7 the parties, Kroll Settlement Administration (the “Settlement Administrator”).
8 Responsibilities of the Settlement Administrator shall include: (a) establishing a
9 post office box for purposes of communicating with Settlement Class Members; (b)
10 disseminating notice to the Settlement Class; (c) developing a web site to enable
11 Settlement Class Members to access documents; (d) accepting and maintaining
12 documents sent from Damages Settlement Class Members relating to claims
13 administration; (e) administering the Settlement Fund, and; (f) distributing
14 settlement benefits to the Damages Settlement Class Members. Pursuant to the
15 Settlement Agreement, the Settlement Administrator and costs of administration
16 shall be paid from the Settlement Fund.

17 33. In the event the Settlement Agreement and the proposed settlement
18 are terminated in accordance with the applicable provisions of the Settlement
19 Agreement, the Settlement Agreement, the proposed Settlement, and all related
20 proceedings shall, except as expressly provided to the contrary in the Settlement
21 Agreement, become null and void, shall have no further force and effect, and
22 Settlement Class Members shall retain all of their current rights to assert any and all
23 claims against Defendant, and shall retain any and all of their current defenses and
24 arguments thereto. The Litigation shall thereupon revert forthwith to its respective
25 procedural and substantive status prior to the date of execution of the Settlement

1 Agreement and shall proceed as if the Settlement Agreement and all other related
2 orders and papers had not been executed.

3 34. Neither this Order nor the Settlement Agreement nor any other
4 settlement-related document nor anything contained herein or therein or
5 contemplated hereby or thereby nor any proceedings undertaken in accordance with
6 the terms set forth in the Settlement Agreement or herein or in any other settlement
7 related document, shall constitute, be construed as or be deemed to be evidence of
8 or an admission or concession by Enroll as to the validity of any claim that has been
9 or could have been asserted against it or as to any liability by it as to any matter set
10 forth in this Order, or as to the propriety of class certification for any purposes other
11 than for purposes of the current proposed settlement.

12 **Schedule and Deadlines**

13 35. The Court orders the following schedule of dates for the specified
14 actions/further proceedings:

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after entry of Preliminary Approval Order
Notice Date	45 days after Preliminary Approval
Deadline for filing of Motion for Final Approval, including Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before the Damages Class Members' Objection and Opt-Out Deadline
Objection Deadline	60 Days after Notice Date
Opt-Out Deadline	60 Days after Notice Date

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Claims Deadline	90 Days after Notice Date
<u>Final Approval Hearing</u>	at __:__ a.m./p.m.,

IT IS SO ORDERED.

_____	_____
Dated	United States District Court Judge