

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 1:25-cv-20117-RAR

ASHLEY OWINGS, ALEKSANDR
MITERIN, AILEMA GASCON, BARBARA
MASTEN, COURTNEY HOPPER,
ROBERT OWEN, JEANNE AUER,
JENNIFER CALDWELL-JOCK, and H.P.
through her guardian LAUREN G.
SAVENER, on behalf of themselves, and all
others similarly situated,

Plaintiffs,

v.

MEDUSIND, INC.,

Defendant.

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF LAW**

Pursuant to Fed. R. Civ. P. 23, Plaintiffs¹ file this Unopposed Motion for Preliminary Approval of Class Action Settlement. The Motion is supported by the Joint Declaration of Interim Co-Lead Class Counsel (“Joint Decl.”), attached as *Exhibit B*.

I. INTRODUCTION

Defendant is a medical and dental billing and software company that provides services to health providers throughout the country. *See generally* Complaint, ECF No. 1. Defendant’s healthcare customers entrusted Defendant with the Private Information of their patients, including their names, mailing addresses, email addresses, telephone numbers, health insurance and billing

¹ All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached as *Exhibit A*.

information (insurance policy numbers or claims/benefits information), payment information (debit/credit card numbers or bank account information), health information (medical history, medical record numbers, or prescription information), and government identification (Social Security numbers, taxpayer ID numbers, driver's licenses numbers, or passport numbers). *Id.*

On December 29, 2023, Defendant detected suspicious activity on its computer systems and later confirmed that cybercriminals accessed information stored on those systems. *Id.* On or about January 7, 2025, Defendant began sending notice letters to approximately 700,000 individuals advising them that their Private Information may have been impacted in the Data Incident. *Id.*

To avoid the risk and expense of litigation, the Parties agreed to a settlement to resolve Plaintiffs' claims on a classwide basis. As demonstrated below, the Settlement provides significant relief for the Settlement Class, including a non-reversionary all cash \$5,000,000.00 Settlement Fund and valuable injunctive relief.

The Court should find the Settlement is within the range of reasonableness necessary to grant Preliminary Approval under Rule 23(e) and enter an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing the Plaintiffs as Class Representatives; (iv) appointing Jeff Ostrow and Mariya Weekes as Class Counsel for the Settlement Class; (v) approving the form of the Notices and the Notice Program; (vi) approving the Claim Form and the Claim process; (vii) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (viii) establishing procedures and deadlines for the Settlement Class Members to opt-out of or object to the Settlement; and (ix) scheduling a Final Approval Hearing at which time the Court will consider whether to grant Final Approval of the Settlement and Class Counsel's Application for Attorneys' Fees and Costs.

II. PROCEDURAL HISTORY

1. On January 9, 2025, Plaintiff Owings filed the first-class action lawsuit for the unlawful exposure of her and all similarly situated individuals' Private Information seeking money damages and injunctive relief. Agreement ¶ 62.

2. Thereafter, a number of similar lawsuits with similar claims and overlapping classes were filed against Defendant regarding the Data Incident. Plaintiffs' counsel in the actions conferred and decided to work cooperatively and litigate their actions in a single action. *Id.* ¶¶ 63-69.

3. On January 15, 2025, Plaintiff Owings filed a Motion to Consolidate Actions, Appoint Interim Class Counsel, and Set Deadline for Filing of Consolidated Complaint. *Id.* ¶ 70. On January 20, 2025, the Court granted the motion to consolidate and appointed Jeff Ostrow and Mariya Weekes as Interim Co-Lead Class Counsel. *Id.*

4. On February 18, 2025, Plaintiffs filed their consolidated class action complaint seeking a nationwide class and a California subclass of those impacted in the Data Incident alleging claims for negligence, negligence per se, breach of third-party beneficiary, breach of contract, unjust enrichment, and statutory claims for violations of California statutes. *Id.* ¶ 71

5. On April 11, 2025, Defendant filed its motion to dismiss the Complaint; on May 15, 2025, Plaintiffs filed a response in opposition; and on June 10, 2025, and Defendant filed its reply. *Id.* ¶ 72.

6. The Parties decided to conserve resources and explore resolution of the Action. The Parties set a mediation with former federal magistrate and experienced class action mediator, Hon. Diane Welsh (Ret.) with JAMS. *Id.* ¶ 73.

7. In advance of mediation, Plaintiffs requested and Defendant produced informal

discovery requests related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the states in which they resided on the date of the Data Incident, the categories of Private Information involved, and the security enhancements taken since the Data Incident to better protect its computer systems for future data incidents. *Id.* ¶ 74. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement. *Id.*

8. The mediation took place in person in Philadelphia on June 10, 2025. After a full day of negotiations, the Parties agreed to the material terms of the Settlement to resolve all claims on a class wide basis. *Id.* ¶ 75.

9. The Parties filed a Notice of Settlement on June 12, 2025. ECF No. 47.

10. Over the next five weeks, the Parties worked diligently to finalize the terms of the Agreement and ancillary documents. Joint Decl. ¶ 9. The Agreement was executed on July 11, 2025. *Id.* The Parties did not discuss attorneys' fees and costs until after they reached agreement on all material Settlement terms. *Id.*

III. MATERIAL TERMS OF THE SETTLEMENT

A. Settlement Class - Plaintiffs seek Preliminary Approval of the following Settlement Class:

[A]ll living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

A subset of the Settlement Class is the California Settlement Subclass which includes "Settlement Class Members residing in California as of December 29, 2023." Excluded from the Settlement Class are (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the

Action, that Judge's immediate family, and Court staff; (4) the mediator; and (5) the Parties' counsel in the Action. Agreement ¶ 55.

B. Settlement Fund - The Settlement provides for a non-reversionary \$5,000,000 all cash Settlement Fund. *Id.* ¶ 58. Defendant will fully fund the Settlement Fund within 40 days of Preliminary Approval. *Id.* ¶ 76. It will be used to pay: (1) Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) any attorneys' fees and costs awarded by the Court to Class Counsel; and (3) all Settlement Administration Costs. *Id.* ¶ 77.

C. Settlement Class Member Benefits - When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. *Id.* ¶ 80. In addition, each California Settlement Subclass Member who submits a Valid Claim may elect to receive a separate estimated \$100.00 California Statutory Award. *Id.* ¶¶ 12, 80. Settlement Class Members may also elect to receive Credit Monitoring in accordance *Id.* ¶ 80. Settlement Class Member Cash Payments may be subject to a *pro rata* increase or decrease, depending on the value all Valid Claims received. *Id.* If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against without receiving a Cash Payment or Credit Monitoring. *Id.*

Cash Payments - Settlement Class Members who elect Cash Payment A may receive up to \$5,000.00 for reasonable documented losses related to the Data Incident. *Id.* ¶ 81.a. Alternatively, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00. *Id.* ¶ 81.b.

Medical Monitoring - Settlement Class Members may also elect two years of credit monitoring services, which include: (i) real time monitoring of credit files; (ii) web-based monitoring of personal identifiable information including social security numbers, banking

information and credit/debit information, medical ID numbers, email addresses, and phone numbers; and (iii) access to Fraud Consultation and Identity Theft Restoration services, with access to agents to help investigate and resolve instances of identity theft. *Id.* ¶ 81.d. All costs associated with the provision of Credit Monitoring shall be paid exclusively out of the Settlement Fund. *Id.*

Injunctive Relief - Prior to Final Approval, Defendant will provide Class Counsel with a written attestation regarding the security measures, including the costs associated therewith, it implemented following the Data Incident (or will implement) to better protect the Settlement Class' Private Information from future disclosure resulting from a subsequent data incident. *Id.* ¶ 81.e. The costs of any such security measures on the part of Defendant were paid or will be paid separately by the Defendant and will not come out of the Settlement Fund. *Id.*

D. Notice Program – The Parties have agreed on a comprehensive Notice Program, which includes a Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line for frequently asked questions. *Id.* § IX and Ex. 1-2.

No later than five days after Preliminary Approval, Defendant will provide the Settlement Administrator with the Class List containing Settlement Class Members' names and physical mailing addresses (if available). *Id.* ¶¶ 21, 86. Thereafter, within 20 days following Preliminary Approval, the Settlement Administrator shall commence the Notice Program provided herein, using the Court-approved Postcard Notice and Long Form Notice. *Id.* ¶¶ 87.

The Settlement Website will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees and Costs, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. *Id.* ¶ 59. The Settlement

Administrator will also establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries. *Id.* ¶ 85.e.

The Postcard Notice will include, among other information: (a) a description of the material Settlement terms; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. *Id.* ¶ 88. The Long Form Notice will also include procedures for Settlement Class Members to opt-out of the Settlement Class or to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice for those instructions. *Id.* ¶¶ 90-91.

The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. *Id.* ¶ 93. If better addresses are found, the Settlement Administrator will re-mail the Postcard Notice. *Id.* The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing. *Id.* ¶ 94.

E. Claim Process and Disbursement of Cash Payments - To receive Settlement Class Member Benefits, Settlement Class Members must accurately and timely submit a Claim by the Claim Form Deadline. *Id.* § IX. The Claim Form is attached to the Agreement as Exhibit 3. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form, who will review them to determine their validity, eligibility, and the type and amount of the Cash Payment to which

the Settlement Class Member may be entitled. *Id.* ¶¶ 96-97. Procedures are included to identify and reject duplicate and prevent fraud and abuse in the Claim Process, as well as to send a Notice of Deficiency to correct missing or inaccurate information on Claim Forms. *Id.* ¶¶ 98-102. The Settlement Administrator will distribute the Settlement Class Member Benefits to those who submitted Valid Claims no later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later. *Id.* ¶ 105. Cash Payments will be made electronically or by paper check, and an email will be sent to Settlement Class Members electing Medical Monitoring with activation instructions. *Id.* ¶ 106.

F. Disposition of Residual Funds – Any funds remaining in the Settlement Fund 240 days after Settlement Class Members receive an email from the Settlement Administrator to select a form of payment shall be distributed to a *cy pres* recipient approved by the Court. *Id.* ¶ 115. The Parties propose National Cybersecurity Alliance (<https://www.staysafeonline.org/>).

G. Settlement Administrator – The proposed Settlement Administrator, Epiq, is a well-respected and reputable third-party administrator that has significant experience with data breach settlements. Joint Decl. ¶ 29. The Settlement Administrator shall fulfill the requirements of the Preliminary Approval Order and Agreement, including the Notice Program, Claim Process, Settlement Fund, and Settlement Class Member Benefits. Agreement § VIII.

The Settlement Administrator’s duties include, *inter alia*: (a) providing Class Action Fairness Act (CAFA) Notice; (b) completing the Court-approved Notice Program; (c) establishing and maintaining the Settlement Fund and Escrow Account; (d) establishing and maintaining a post office box to receive opt-out requests, objections, and Claim Forms; (e) establishing and maintaining the Settlement Website; (f) establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call; (g) responding to any mailed Settlement Class

Member inquiries; (h) processing all opt-out requests from the Settlement Class; (i) providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information; (j) in advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of the Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of Valid Claims, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval; (k) distributing, out of the Settlement Fund, Cash Payments electronically or by paper check, and ensuring Credit Monitoring activation codes are issued; (l) paying Court-approved attorneys' fees and costs; (m) paying Settlement Administration Costs following approval by Class Counsel; (n) paying any residual funds to the Court-approved *cy pres* recipient; and (o) any other Settlement Administration function at the instruction of Class Counsel and Defendant including, but not limited to, verifying the Settlement Fund has been properly administered and the Cash Payments have been properly distributed. *Id.* ¶ 76. Class Counsel shall oversee the Settlement Administrator. *Id.* ¶ 74.

H. Opt-Out and Objection Procedures - Consistent with the Settlement's opt-out procedures, the Long Form Notice details that Settlement Class Members who do not wish to participate in the Settlement may opt-out up to 30 days prior to the initial scheduled Final Approval Hearing. *Id.* ¶ 49. By that Opt-Out Deadline, they must mail an opt-out request to the Settlement Administrator that includes their name, address, telephone number, and email address (if any), and

a statement indicating a request to opt-out of the Settlement Class. *Id.* ¶ 90. Any Settlement Class member who does not timely request to opt-out shall be bound by the Agreement's terms even if that Settlement Class Member does not submit a Claim Form. *Id.*

The Agreement and Long Form Notice also specify how Settlement Class Members may object to the Settlement and/or the Application for Attorneys' Fees and Costs. *Id.* ¶ 91. Objections must be sent to the Clerk of the Court, and mailed to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (30 days prior to the initial scheduled Final Approval Hearing), as specified in the Notice. *Id.* It must set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the

preceding five years; (f) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). *Id.* ¶ 92. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. *Id.*

I. Releases - Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement will be bound by the Settlement, including the Releases that discharge the Released Claims against the Released Parties. *Id.* § XIV. The Released Claims are narrowly tailored and are only claims arising out of or relating to the Data Incident. Joint Decl. ¶ 28.

J. Attorneys' Fees and Costs - The amount of any attorneys' fees and costs shall be determined by the Court. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. Agreement ¶ 112. The Application for Attorneys' Fees and Costs will be filed as part of the Motion for Final Approval filed no less than 45 days before the original date set for the Final Approval Hearing. *Id.* ¶ 113. The Settlement is not contingent on approval of the requests for attorneys' fees and costs, and if the Court grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 114. The Notices will advise the Settlement Class of the amounts of attorneys' fees that Class Counsel intends to seek.

V. ARGUMENT

A. The Settlement Class Should Be Certified.

The Supreme Court has recognized the benefits of a proposed settlement of a class action can be realized only through settlement class certification. *See Amchem Prods. Inc. v. Windsor*,

521 U.S. 591, 620 (1997). To certify a class, the class representative must have standing to sue and the proposed class must be adequately defined and clearly ascertainable. *Prado–Steiman ex rel. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000). Plaintiffs must satisfy all Fed. R. Civ. P. 23(a) requirements (numerosity, commonality, typicality, and adequacy), and one of the Fed. R. Civ. P. 23(b) requirements. Plaintiffs seek certification under Rule 23(b)(3), requiring common questions of law or fact to predominate over any individual issues and class treatment to be the superior method for efficiently handling the Action. These requirements are met for settlement purposes.

1. Standing – A plaintiff must demonstrate Article III standing to pursue each of the claims asserted in the complaint. *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560-61 (1992). Plaintiff must establish that he: “(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016). Further, “[t]o have standing to represent a class, a party must not only satisfy the individual standing prerequisites, but must also ‘be part of the class and possess the same interest and suffer the same injury as the class members.’” *Mills v. Foremost Ins. Co.*, 511 F.3d 1300, 1307 (11th Cir. 2008) (quoting *Prado–Steiman*, 221 F.3d at 1279). There is no requirement that Article III standing be proved with evidentiary support at the settlement approval stage. See *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1261 n.8 (11th Cir. 2021).

Standing exists when a plaintiff’s sensitive personal information is allegedly accessed and exfiltrated in a data breach.” *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896, at *6 (S.D. Fla. Feb. 11, 2025) (citing *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2022 WL 796367, at *4 (S.D. Fla. Mar. 15, 2022); see also *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2022 WL 17477004, at *5 (S.D. Fla.

Dec. 5, 2022)). In *In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, 603 F. Supp. 3d 1183, 1200-1208 (S.D. Fla. 2022), this Court extensively addressed standing in data breach class actions, and subsequently relied on that analysis when preliminarily approving a class settlement in that case. *In re Mednax Serv., Customer Data Sec. Breach Litig.*, No. 21-MD-02994-RAR, 2024 WL 1554329, at *4 n.2 (S.D. Fla. Apr. 10, 2024) (citing *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023)); *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2024 WL 4547212, at *3-7 ((S.D. Fla. Feb. 11, 2025) (denying motion to dismiss for lack of standing).

Here, all Plaintiffs have standing because, like the Plaintiffs in *Fortra*, *Mednax*, and *Desue*, their Private Information was allegedly accessed and acquired by cybercriminals. Because all Plaintiffs and Settlement Class Members had their Private Information impacted in the Data Incident, they have all suffered an injury in fact, that is fairly traceable to the Data Incident, and which could be redressed through an appropriate damages award if this case was litigated through trial. As in *Fortra*, *Mednax*, and *Desue*, the pursuit of damages and injunctive relief based on actual misuse and actual access to the Settlement Class' data is a plausible injury in fact – the substantial risk of future harm from identity theft and emotional injury; the diminution in the value of their Private Information; and the loss of privacy. *Mednax*, 603 F. Supp. 3d at 1202-05; *Fortra*, 2025 WL 457896, at *7.

The causal connection between the Data Incident and the Settlement Class' injuries, or traceability to the Data Incident, exists for Article III standing. The injuries must be “fairly traceable” to Defendant's actions, but that does not mean Plaintiffs are required to show proximate cause because harm flowing indirectly from the Data Incident are sufficient for standing. *Fortra*, 2024 WL 4547212, at *6-7; *Mednax*, 603 F. Supp. 3d at 1205. Defendant's actions need not be the

very last step in causation chain. *Id.* Defendant’s alleged failure to protect the Private Information, resulting in the Data Incident whereby unauthorized access was gained, preceded Plaintiffs’ documented incidents of identity theft, economic losses, lost time, and emotional distress, and they are at substantial risk of future identity theft incidents. *See Fortra*, 2025 WL 457896, at *7; *Mednax*, 603 F. Supp. 3d at 1206. What is important is not that the Data Incident provided all information necessary to inflict those harms; it is enough that the Data Incident could give identity thieves information to aid those harms. *Id.*

2. Ascertainability - Ascertainability is an implied prerequisite of Rule 23. *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1302 (11th Cir. 2021). Before a district court can consider whether a potential class satisfies Rule 23(a), it must find the proposed class is “adequately defined and clearly ascertainable.” *Id.* (citation omitted). Class definition and ascertainability typically involve one inquiry because, without an adequate definition for a proposed class, a district court cannot ascertain who belongs in the class. *Id.* For purposes of class certification, “a proposed class is ascertainable if it is adequately defined such that its membership is capable of determination.” *Id.* at 1304. An adequately defined class thus should be defined by objective criteria with its members identifiable. *Id.* Here, the Settlement Class is adequately defined and clearly ascertainable because the Settlement Class definition contains sufficient objective criteria to allow an individual to determine whether he or she is a Settlement Class Member—i.e., whether they were sent notification that their Private Information was potentially compromised as a result of the Data Incident. Agreement. ¶ 55.

3. Rule 23(a) - Under Rule 23(a), the Court must determine whether: (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. Each requirement is satisfied here.

Numerosity (Fed. R. Civ. P. 23(a)(1)) - Class sizes exceeding 40 are typically adequate for numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986); *Fortra*, 2025 WL 457896, at *4; *Mednax*, 2024 WL 1554329, at *4. Here, the joinder of approximately 715,000 Settlement Class members would certainly be impracticable, and thus numerosity is satisfied.

Commonality (Fed. R. Civ. P. 23(a)(2)) - This requirement is satisfied where the plaintiffs assert claims that “depend upon a common contention” that is “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). Courts in this Circuit have previously addressed this requirement in the context of data breach class actions and found it satisfied. *See, e.g., Fortra*, 2025 WL 457896, at *4; *Mednax*, 2024 WL 1554329, at *4 (commonality satisfied because claims turn on adequacy of defendants’ data security to protect PII and PHI); *Desue*, 2022 WL 17477004, at *4; *see also Equifax*, 999 F.3d at 1274-75, 1277 (affirming district court’s certification of class, including finding of commonality). Here, as in the cases cited above, the claims turn on whether Defendant’s security environment, was adequate to protect the Settlement Class’s Private Information. That inquiry can be fairly resolved because it revolves around evidence that does not vary between members—at least for purposes of settlement—for all Settlement Class Members at once. Indeed, the Settlement Class Members each had their Private Information impacted in the Data Incident. *See Fortra*, 2025 WL 457896, at *4.

Typicality (Fed. R. Civ. P. 23(a)(3)) - The commonality and typicality analyses often overlap, as they are both focused on whether a sufficient nexus exists between the legal claims of

the named class representatives and those of individual class members to warrant class certification. *Mednax*, 2024 WL 1554329, at 4. “Here, the typicality requirement is satisfied because Plaintiffs’ interests are aligned with the Settlement Class in that they all received a notice letter informing them their Private Information may have been compromised as a result of the Data Incident and was therefore impacted by the same purportedly inadequate data security that allegedly harmed the rest of the Settlement Class” *Id.* Their claims are based on the same legal theories and underlying event. *Fortra*, 2025 WL 457896, at *5.

Adequacy of Representation (Fed. R. Civ. P. 23(a)(4)) - “[T]he representative parties . . . fairly and adequately protect the interests of the class.” “Adequacy relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake this litigation. *Mednax*, 2024 WL 1554329, at *5. “The determinative factor ‘is the forthrightness and vigor with which the representative party can be expected to assert and defend the interests of the members of the class.’” *Id.* (citation omitted); *Fortra*, 2025 WL 457896, at *5. “Here, the Class Representatives have no conflicts with the Settlement Class and have demonstrated their adequacy by: (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the litigation; and (v) monitoring the Litigation.” *Mednax*, 2024 WL 1554329, at *5.

Like all Settlement Class Members, Plaintiffs have claims against Defendant arising from the Data Incident that allegedly impacted their Private Information. Joint Decl. ¶ 21. Plaintiffs were similarly injured by Defendant’s allegedly wrongful acts. Proof of Plaintiffs’ claims would necessarily involve adjudicating the same issues of law and fact as the claims of the Settlement

Class as a whole. *Id.* Thus, Plaintiffs and the Settlement Class they seek to represent have the same interests in recovering damages. *Id.* Further, Plaintiffs have also diligently and adequately prosecuted this action through Class Counsel by, among other things, reviewing filings, promptly providing documents and information to Class counsel, acting in the best interest of the Settlement Class, and accepting the classwide Settlement. *Id.*

As for Class Counsel, they are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context. *See id.* ¶¶ 11-12. Like counsel in *Mednax* and *Fortra*, “Class Counsel are adequate because of their vast experience as vigorous data breach class action litigators.” 2024 WL 1554329, at *5; *Fortra*, 2025 WL 457896, at *5. Class Counsel have litigated this Action, including evaluating the claims, preparing comprehensive pleadings, serving informal discovery, consulting with data security experts, responding to Defendant’s Motion to Dismiss, complying with Court orders and requirements, and participating in a mediation that ultimately resulted in this Settlement. Joint Decl. ¶ 13. Accordingly, Plaintiffs and Class Counsel will adequately represent and protect the Settlement Class.

4. Rule 23(b)(3) - Rule 23(b)(3) requires the court to find “questions of law or fact common to class members predominate over questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” When assessing predominance and superiority, the court may consider the class will be certified for settlement purposes only, and that a showing of manageability at trial is not required. *See Amchem*, 521 U.S. at 620 (“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.”).

Predominance - “The predominance inquiry looks at ‘the legal or factual questions that qualify each class member’s case as a genuine controversy, questions that preexist any settlement.’” *Mednax*, 2024 WL 1554329, at *5 (quoting *Amchem*, 521 U.S. at 623).

“[C]ommon issues of fact and law predominate if they have a direct impact on every class member's effort to establish liability and on every class member's entitlement to injunctive and monetary relief.” *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016). Further, “[i]t is not necessary that all questions of law or fact be common, but only that some questions are common and that they predominate over individual questions.” *In re Takata Airbag Prod. Liability Litig.*, No. 2599, 2023 WL 4925368, at *6 (S.D. Fla. June 20, 2023). Here, as in other data breach cases, common questions predominate because all claims arise out of a common course of conduct by Defendant. *See In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 311–16 (N.D. Cal. 2018). The focus on a Defendants’ security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *Id.* at 312.

Id. As in *Mednax*, all Settlement Class Members had their Private Information compromised in the Data Incident and the security practices at issue did not vary from person to person. “Thus, because these common questions represent a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is a clear justification for handling the dispute on a representative rather than on an individual basis.” *Fortra*, 2025 WL 457896, at *6 (quoting *Mednax*, 2024 WL 1554329, at *5). Thus, predominance is readily satisfied.

Superiority - “Certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims asserted.” *Id.* To satisfy Rule 23(b)(3) superiority, Plaintiffs must show “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” “The focus of the superiority analysis is on the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to plaintiffs.” *See Fortra*, 2025 WL 457896, at *6 (citing *Mednax*, 2024 WL 1554329, at *5) (citation omitted). Here, as In *Mednax*:

[A]djudicating individual actions would be impractical. The amount in dispute for

each Settlement Class member is too small, the technical issues too complex, and the expert testimony and document review too costly. *Id.* Further, individual claim prosecution would be prohibitively expensive, needlessly delay resolution, and may lead to inconsistent rulings.

2024 WL 1554329, at *5. Accordingly, a class action is the superior method of adjudicating this case. *See Fortra*, 2025 WL 457896, at *6; *see also* Joint Decl. ¶ 25.

B. The Settlement Should be Preliminarily Approved.

After determining settlement class certification is likely, the Court must determine whether the Settlement is worthy of preliminary approval and providing notice to the Settlement Class. The question is whether the Settlement is fair, adequate, and reasonable under Fed. R. Civ. P. 23(e)(2) and considering the “*Bennett*” factors. *Mednax*, 2024 WL 1554329, at *6.

At this juncture, “the court’s primary objective . . . is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” *Morris v. US Foods, Inc.*, No. 8:20-cv-105, 2021 WL 2954741, at *7 (M.D. Fla. May 17, 2021) (quoting William B. Rubenstein, 4 *Newberg on Class Actions* § 13:10 (5th ed. Supp. 2020)). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646, 2010 WL 2401149, at *2 (S.D. Fla. Jun. 15, 2010). Courts have substantial discretion in approving a settlement agreement . . . , and settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness, *see Manual for Compl. Lit.*, Third, § 30.42 (West 1995).

The Rule 23(e)(2) factors are:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arms’ length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

The *Bennett* factors: (1) the likelihood of success at trial; (2) the range of possible recoveries; (3) the point on or below the range of possible recoveries at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and degree of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The Settlement warrants Preliminary Approval under the factors set forth in Rule 23(e)(2) and *Bennett*.

1. Rule 23(e)(2) is Satisfied.

Adequacy of Representation (Rule 23(e)(2)(A)) - As this Court held in *Mednax*, “the first factor heavily weighs in favor of granting preliminary approval because both Class Counsel and the Class Representative have adequately represented the Class.” *Mednax*, 2024 WL 1554329, at *6; *see also Fortra*, 2025 WL 457896, at *8. Class Counsel have adequately represented the Settlement Class by fully investigating the facts and legal claims. While litigation in *Mednax* proceeded to a later stage than here before the parties agreed to the settlement in that case, Class Counsel’s efforts to use informal discovery to learn what occurred to cause the Data Incident, and the Private Information impacted in the Data Incident, before attending a full-day mediation session with Hon. Diane Welsh (Ret.) allowed for arm’s length and good faith negotiations, without collusion. Joint Decl. ¶¶ 8, 10. Class Counsel used their experience in complex class action litigation, including similar data breach actions, and devoted substantial time and resources to vigorous litigation. *See id.*, ¶¶ 11-13. Also, the Class Representatives have demonstrated their adequacy by (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the litigation; and (v) monitoring the Action. Joint Decl. ¶ 23. Plaintiffs’ respective interests are

coextensive and do not conflict with the interests of the Settlement Class. *Id.* ¶ 22. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests. *Id.*

The Settlement Was Negotiated at Arm’s Length (Rule 23(e)(2)(B)) - The Settlement was reached in the absence of collusion and is the result of good faith, informed, and arm’s-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake. *Id.* ¶¶ 6-7, 10, 16. Class Counsel thoroughly investigated and analyzed Plaintiffs’ claims, engaged in informal discovery, fully briefed motions to dismiss filed by Defendant, and consulted with data security experts, enabling them to gain an understanding of the evidence related to central questions in the Action and preparing them for well-informed settlement negotiations. *Id.* ¶ 13; *see also see also Fortra*, 2025 WL 457896, at *8; *Mednax*, 2024 WL 1554329 at *6. The Settlement was reached with the assistance of a well-respected and experienced mediator. *See* Joint Decl. ¶ 8. “The fact that the Settlement was achieved through well-informed, arm’s-length, and neutrally supervised negotiations weighs in favor of granting preliminary approval under Rule 23(e)(2)(B).” *Fortra*, 2025 WL 457896, at *8 (quoting *Mednax*, 2024 WL 1554329, at *6). For these reasons and those discussed related to attorneys’ fees below, there was no fraud or collusion in arriving at the Settlement. *Bennett*, 737 F.2d at 986.

The Adequacy of the Settlement Relief (Rule 23(e)(2)(C)) - Although Plaintiffs believe the claims asserted in the Action are meritorious and the Settlement Class would ultimately prevail at trial, continued litigation poses significant risks that make any recovery for the Settlement Class uncertain. *See* Joint Decl. ¶¶ 17-19. This Court observed in *Fortra* and *Mednax* that “data breach class actions are risky cases.” *Fortra*, 2025 WL 457896, at *8 (quoting *Mednax*, 2024 WL 1554329, at *7). The Settlement’s fairness is underscored by consideration of the obstacles that

the Settlement Class would face in ultimately succeeding on the merits, as well as the expense and likely duration of the litigation. *Id.* Despite the risks involved with further litigation, the Settlement provides outstanding benefits, including Cash Payments, Credit Monitoring, and injunctive relief for all Settlement Class Members. *See Equifax*, 999 F.3d at 1273 (“Settlements also save the bench and bar time, money, and headaches”). Also, the Claim Form submission process and distribution of Settlement Class Member Benefits is fair, convenient, and effective. Settlement Class Members will promptly receive Cash Payments by electronic means or paper check issued by the Settlement Administrator and Credit Monitoring, if elected. The Settlement Administrator is highly qualified to manage the entire process. Joint Decl. ¶ 29. “Thus, through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.” *Fortra*, 2025 WL 457896, at *9 (*Mednax*, 2024 WL 1554329, at *7).

The Equitable Treatment of Settlement Class Members (Rule 23(e)(2)(D)) - As this Court found in *Fortra* and *Mednax*, all Settlement Class Members are given an equal opportunity to claim Settlement Class Member Benefits. *See Fortra*, 2025 WL 457896, at *9; *Mednax*, 2024 WL 457896, at *7. Specifically, each Settlement Class Member has the option to be reimbursed for documented losses up to \$5,000.00, or they may elect to receive a flat cash payment of \$100.00. California Settlement Class Members have the additional right to elect a separate and additional \$100.00 California Statutory Award. Additionally, all Settlement Class Members may elect Medical Monitoring. Thus, “[t]he method of distributing the settlement benefits will be equitable and effective.” *Fortra*, 2025 WL 457896, at *9 (quoting *Mednax*, 2024 WL 457896, at *7). Furthermore, the attorneys’ fees do not impact the other terms of the Settlement, as Class Counsel and Defendants negotiated and reached agreement regarding attorneys’ fees and costs only after reaching agreement on all other material Settlement terms. The Settlement, including disbursement

of the Settlement Class Member Benefits, is also not contingent on approval of the attorneys' fee or costs award to Class Counsel. Agreement ¶ 114. Finally, the Parties' agreements are all in the Agreement. Joint Decl. ¶ 9.

2. The *Bennett* Factors Support Preliminary Approval.

Although typically a consideration at the final approval stage, here, the *Bennett* factors still support Preliminary Approval. First, the benefits of settlement outweigh the risk of trial given the substantial relief that Settlement Class members will be afforded, including guaranteed Cash Payments, Credit Monitoring, and injunctive relief.

Second and third, the Settlement is within the range of possible recoveries and is fair, adequate, and reasonable. *See Burrows v. Purchasing Power, LLC*, No. 1:12-CV22800, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013). In determining whether a settlement is fair and reasonable, the court must also examine the range of possible damages Plaintiffs could recover at trial and combine this with an analysis of Plaintiffs' likely success at trial to determine if the settlements fall within the range of fair recoveries. *See, e.g., Equifax*, 999 F.3d at 1274 (affirming district court's decision that settlement was "fair, reasonable, and adequate because the settlement reflects relief the Court finds is in the high range of what could have been obtained had the parties continued to litigate."). Here, Settlement Class Members may elect Cash Payment A for reimbursement of documented ordinary losses up to \$5,000.00, or they may elect Cash Payment B for a flat cash payment of \$100.00, and California Settlement Class Members may receive an additional estimated \$100.00. Joint Decl. ¶ 14. Additionally, Settlement Class members may also elect Medical Monitoring. *Id.*

Fourth, continued litigation would be lengthy and expensive. With *Fortra* and *Mednax* as examples, Data breach litigation is often difficult and complex. *Id.* ¶ 19. Although the Parties

entered into a Settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action. *Id.* ¶ 20.

Fifth, opposition to the Settlement, if any, is better considered at the final approval stage, after Notice to the Settlement Class. *Mednax*, 2024 WL 1554329, at *7.

Sixth, despite resolving at an early stage of litigation, Plaintiffs have sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable settlement. *See, e.g., Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 694 (S.D. Fla. 2014) (approving settlement where parties settled relatively early with experienced counsel who had sufficient information to evaluate merits of the case, engaged in full-day mediation, and engaged in post-mediation discovery). This Action has been thoroughly investigated by counsel experienced in data breach litigation. Joint Decl. ¶¶ 4, 6-7, 12-13. Moreover, Class Counsel’s informal exchange of discovery and mediation with an experienced mediator has ensured a fair, reasonable, and adequate Settlement. *Id.*

Accordingly, the Court should find the Settlement is fair, reasonable, and adequately protects the interests of the Settlement Class members. *See In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2024 WL 5362098, at *9-10 (S.D. Fla. Sept. 24, 2024) (“The Court finds the relevant *Bennett* factors are satisfied.”)

C. The Court Should Appoint the Proposed Class Representatives, Class Counsel, and Settlement Administrator.

Plaintiffs seek appointment as Class Representatives. Plaintiffs have cooperated with Class Counsel and assisted in the preparation of the complaints and in settlement of the Action. Joint Decl. ¶¶ 21, 23. Moreover, Plaintiffs are committed to continuing to assist Class Counsel through Final Approval. *Id.* Because Plaintiffs are adequate, the Court should appoint them as Class Representatives. *See* § V.A.3., *supra*.

For the same reasons discussed above for adequacy of representation, and when the Court

appointed them as Interim Co-Lead Class Counsel [ECF No. 6], the Court should appoint Mariya Weekes and Jeff Ostrow as Class Counsel. Federal Rule of Civil Procedure 23(g)(1)(A)'s four factors for appointing class counsel for a certified class are (1) "the work counsel has done in identifying or investigating potential claims in the action;" (2) "counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action;" (3) "counsel's knowledge of the applicable law;" and (4) "the resources that counsel will commit to representing the class." The Court may also "consider any other matter pertinent to counsel's ability to fairly and adequately represent the interests of the class[.]" Fed. R. Civ. P. 23(g)(1)(B). Here, Plaintiffs and the Settlement Class are represented by qualified and competent Class Counsel who are leaders in the class action field with extensive experience prosecuting and resolving complex class actions. Before commencing litigation, they investigated the potential claims against Defendant, interviewed potential plaintiffs, and gathered information regarding the Data Incident. Joint Decl. ¶ 4. Class Counsel has devoted substantial time and resources to this Action and will continue to do so. *Id.* ¶ 13.

Finally, subject to Court approval, the Parties have agreed Epiq should be the Settlement Administrator. Epiq is a well-respected and reputable third-party administrator that was mutually selected by the Parties and has long history of successful class action administrations, including for data breach class action settlements. *Id.* ¶ 29.

D. The Notice Program Contains the Best Notice Practicable.

Under Fed. R. Civ. P. 23(e)(1), the Court should "direct notice in a reasonable manner to all class members who would be bound" by the proposed settlement. Notice of a proposed settlement must be the "best notice practicable." Fed. R. Civ. P. 23(c)(2)(B). "[B]est notice practicable" means "individual notice to all members who can be identified through reasonable

effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The best notice practicable is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Moreover, Fed. R. Civ. P. 23(h)(1) requires that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.”

The Notice Program satisfies the foregoing criteria. The Parties negotiated the form of the Notices with the Settlement Administrator’s help. Notice will be disseminated to all persons who fall within the Settlement Class definition and whose names and addresses can be identified with reasonable effort from Defendant’s records, and through databases tracking nationwide addresses and address changes. In addition, Epiq will administer the Settlement Website containing relevant information about the Settlement. Further, the Postcard Notice includes, among other information: a description of the material Settlement terms; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys’ fees and Costs; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Agreement ¶ 88. Finally, the Notice Program satisfies the requirements of Rule 23(h)(1), as it notifies the Settlement Class that Class Counsel may apply to the Court for an award of attorneys’ fees of up to one-third of the Settlement Fund, plus reimbursement of costs. *Id.* ¶ 112. Thus, the Court should approve the Notice Program, including the form and content of the Notices. Agreement Exs. 1-2. *See Fortra*, 2024 WL 5362098, at *10-11 (approving substantially similar notice program)

E. Proposed Schedule of Post-Settlement Events

Plaintiffs respectfully propose the schedule below for the Court’s review and approval. If the Court agrees, Plaintiffs request that the Court schedule the Final Approval Hearing for the week of **November 17, 2025**, or such later date available on the Court’s calendar.

Deadline to commence Notice Program	Within 20 days of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing date
Deadline for filing Motion for Final Approval	45 days before the initial scheduled Final Approval Hearing date
Opt-out Deadline	30 days before the initial scheduled Final Approval Hearing date
Objection Deadline	30 days before the initial scheduled Final Approval Hearing date
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing date
Final Approval Hearing	The week of November 17, 2025 (or soon thereafter depending on the Court’s availability)

IV. CONCLUSION

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request the Court: (1) preliminarily approve the Settlement; (2) certify the Settlement Class for settlement purposes only; (3) approve the Notices and Notice Program, including the opt-out and objection procedures; (4) approve the Claim Form and Claims Process; (5) appoint Plaintiffs as Class Representatives; (6) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (7) appoint Epiq as the Settlement Administrator; and (8) enter the proposed Preliminary Approval Order, attached as Exhibit A-4.

CERTIFICATE OF LOCAL RULE 7.1(a)(3) CONFERRAL

Plaintiffs’ counsel certifies that Plaintiffs have conferred with Defendant regarding the relief requested in this Motion, and Defendant does not oppose the relief requested.

Dated: July 11, 2025

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow FBN 121452

KOPELOWITZ OSTROW P.A.

1 West Las Olas Blvd., Ste. 500

Fort Lauderdale, FL 33301

Tel : (954) 332-4200

Fax: (954) 525-4300

ostrow@kolawyers.com

MARIYA WEEKES FBN 56299

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN, PLLC

201 Sevilla Avenue, 2nd Floor

Coral Gables, FL 33134

Tel: (786) 879-8200

Fax: (786) 879-7520

mweekes@milberg.com

Interim Co-Lead Class Counsel

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:25-cv-20117-RAR

ASHLEY OWINGS, ALEKSANDR
MITERIN, AILEMA GASCON, BARBARA
MASTEN, COURTNEY HOPPER,
ROBERT OWEN, JEANNE AUER and
JENNIFER CALDWELL-JOCK, and H.P.,
through her guardian Lauren G. Savener on
behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

MEDUSIND, INC.,

Defendant.

SETTLEMENT AGREEMENT

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. The Litigation

1. The Action is a putative class action arising from a cyberattack whereby a third-party criminal actor gained illegal access to systems on December 29, 2023, resulting in the unauthorized access to certain personally identifiable information and protected health information.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

2. As described further below, this Action arises out of a series of lawsuits brought by multiple plaintiffs in different actions.² Ultimately, the eight filed actions were consolidated into the above-captioned putative class action in the United States District Court for the Southern District of Florida. Accordingly, in connection with and as part of this Settlement Agreement, the Parties are seeking approval of the Settlement by the United States District Court for the Southern District of Florida pursuant to Federal Rule of Civil Procedure 23(e).

3. The Parties participated in arm's-length settlement negotiations, including at mediation on June 10, 2025, conducted by the Honorable Diane M. Welsh (Ret.) and agreed to fully and finally settle all claims in the Litigation as set forth in this Settlement Agreement.

4. This Settlement Agreement is entered into without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

5. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in

² The Action includes *Owings v. Medusind, Inc.*, Case No. 1:25-CV-20117 (S.D. Fla.); *Morgan v. Medusind, Inc.*, Case No. 1:25-CV-20186 (S.D. Fla.); *Miterin v. Medusind, Inc.*, Case No. 1:25-CV-20196 (S.D. Fla.); *Caldwell-Jock v. Medusind, Inc.*, Case No. 1:25-CV-20215 (S.D. Fla.); *Auer v. Medusind, Inc.*, Case No. 1:25-CV-20207 (S.D. Fla.); *Owens v. Medusind, Inc.*, Case No. 1:25-CV-20254 (S.D. Fla.); *Strong v. Medusind, Inc.*, Case No. 1:25-CV-20214 (S.D. Fla.); *Delva v. Medusind, Inc.*, Case No. 1:25-CV-20431 (S.D. Fla.).

evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

6. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members who have or could have brought claims arising out of or in any way related to the Complaint and the Data Incident.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

7. “**Action**” means the above-captioned action, *Ashley Owings, et al. v. Medusind, Inc.*, Case No. 1:25-cv-20117-RAR (S.D. Fla.), which includes all related lawsuits and actions that were consolidated into the Action.

8. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Plaintiffs and Defendant.

9. “**Application for Attorneys’ Fees and Costs**” means the application made with the Motion for Final Approval seeking attorneys’ fees and reimbursement for costs.

10. “**CAFA Notice**” means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the

proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

11. “**California Settlement Subclass**” means Settlement Class Members residing in California as of December 29, 2023.

12. “**California Statutory Award**” means the additional \$100.00 available as a Settlement Class Member Benefit to members of the California Settlement Subclass.

13. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash, and for the California Statutory Award, if applicable.

14. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

15. “**Cash Payment B – Alternate Cash**” means the cash compensation that Settlement Class Members may elect under the Settlement.

16. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval.

17. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Settlement Class Member Benefit.

18. “**Claimant**” means an individual who submits a Claim Form.

19. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

20. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weeks of Milberg Coleman Bryson Phillips & Grossman PLLC.

21. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members’ names and physical mailing addresses (if available).

22. “**Class Representatives**” means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

23. “**Complaint**” means the Consolidated Complaint filed on February 18, 2025.

24. “**Credit Monitoring**” means the two years of credit monitoring services that may be claimed by Settlement Class Members under the Settlement.

25. “**Court**” means the United States District Court for the Southern District of Florida, and the Judge(s) assigned to the Action.

26. “**Data Incident**” means the unauthorized access to or acquisition of the Private Information that may have taken place on or about December 29, 2023, as a result of the infiltration of Defendant’s computer systems.

27. “**Defendant**” means Medusind, Inc.

28. “**Defendant’s Counsel**” means Myriah Jaworski of Clark Hill LLP.

29. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal. The Effective Date shall

not be altered in the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and expenses in the amounts requested by Class Counsel. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue on appeal being the attorneys' fees and costs requested by (or awarded to) Class Counsel.

30. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

31. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

32. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees and Costs.

33. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded.

34. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

35. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

36. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

37. “**Net Settlement Fund**” means the amount of the Settlement Fund following

payment of Settlement Administration Costs and any attorneys' fees and costs.

38. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for Preliminary Approval.

39. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

40. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

41. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

42. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

43. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

44. “**Plaintiffs**” means Ashley Owings, Aleksandr Miterin, Ailema Gascon, Barbara Masten, Courtney Hopper, Robert Owen, Jeanne Auer, and Jennifer Caldwell-Jock.

45. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to Settlement Class members by mail.

46. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

47. “**Preliminary Approval Order**” means the order preliminarily approving the

Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

48. “**Private Information**” means the personally identifiable information and private health information which consists of some combination of the following: their names, physical addresses, email addresses, telephone numbers, health insurance and billing information (insurance policy numbers or claims/benefits information), payment information (debit/credit card numbers or bank account information), health information (medical history, medical record numbers, or prescription information), and government identification (Social Security numbers, taxpayer IDs, driver’s licenses, or passport numbers).

49. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

50. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, including but not limited to (i) the exposure, compromise, or disclosure of Settlement Class Members’ Private Information; (ii) Defendant’s maintenance, retention, storage, and destruction of Settlement Class Members’ Private Information; (iii) Defendant’s information security policies, procedures, and practices or training; and (iv) Defendant’s notice of the Data Incident to Settlement Class Members.

51. “**Released Parties**” means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

52. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and each of their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

53. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

54. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, Inc. or Epiq.

55. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) the mediator; and (5) the Parties’ counsel in the Action. There are 715,208 persons potentially in the Settlement Class.

56. “**Settlement Class Member**” means any member of the Settlement Class who has not timely and validly opted-out of the Settlement.

57. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit

Monitoring, that will be made from the Net Settlement Amount to each Settlement Class Member that makes a Valid Claim.

58. “**Settlement Amount**” or “**Settlement Fund**” means the non-reversionary all cash \$5,000,000 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein. The Settlement Fund is all inclusive and represents the total and sole extent of Defendant’s monetary obligations under this Agreement. Defendant’s total payment under the Agreement, which for the avoidance of doubt, shall not exceed the amount of \$5,000,000 under any circumstances, thus includes and covers all payments of and for all Valid Claims, all Settlement Administration Costs, all Taxes and Tax-Related Expenses, all costs to carry out the Notice Program; all costs for Credit Monitoring; attorneys’ fees and cost awards approved by the Court to Class Counsel; and any *cy pres* payment required under this Settlement Agreement. Defendant’s costs incurred with respect to its security improvements pursuant to Section VI.86.e of this Settlement are separate and apart from, and in addition to, the Settlement Fund.

59. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees and Costs, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The URL of the Settlement Website shall be www.MedusindDataIncidentSettlement.com, or such other URL as Class Counsel and Medusind agree upon in writing. The Settlement Website and URL will not include any Medusind trademarks or Medusind logos. Medusind will not display ads or otherwise make reference to this Settlement on any of its or its affiliates websites. The Settlement Administrator will terminate that the

Settlement Website six months after the Final Approval.

60. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

61. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator, at the Settlement Administrator’s sole discretion. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Recitals

62. On January 9, 2025, Plaintiff Ashley Owings filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Owings v. Medusind, Inc.*, Case No. 1:25-CV-20117 (S.D. Fla.).

63. On January 13, 2025, Plaintiff Thomas W. Morgan filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Morgan v. Medusind, Inc.*, Case No. 1:25-CV-20186 (S.D. Fla.).

64. On January 14, 2025, Plaintiff Aleksandr Miterin filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Miterin v. Medusind, Inc.*, Case No. 1:25-CV-20196 (S.D. Fla.).

65. On January 14, 2025, Plaintiff Jennifer Caldwell-Jock filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Caldwell-Jock v. Medusind, Inc.*, Case No. 1:25-CV-20215 (S.D. Fla.).

66. On January 14, 2025, Plaintiff Jeanne Auer filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Auer v. Medusind, Inc.*, Case No. 1:25-CV-20207 (S.D. Fla.).

67. On January 14, 2025, Plaintiff Judea Strong filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Strong v. Medusind, Inc.*, Case No. 1:25-CV-20214 (S.D. Fla.).

68. On January 17, 2025, Plaintiff Robert Owens filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Owens v. Medusind, Inc.*, Case No. 1:25-CV-20254 (S.D. Fla.).

69. On January 28, 2025, Plaintiff Valencia Delva filed an action against Medusind in the United States District Court for the Southern District of Florida related to the Data Incident. The action was captioned: *Delva v. Medusind, Inc.*, Case No. 1:25-CV-20431 (S.D. Fla.).

70. On January 15, 2025, Plaintiff Owings filed a Motion to Consolidate Actions, Appoint Interim Class Counsel, and Set Deadline for Filing of Consolidated Complaint. [ECF No. 4]. On January 17, 2025, the Court granted the motion to consolidate and appointed Jeff Ostrow and Mariya Weekes as Interim Co-Lead Class Counsel. [ECF No. 6].

71. On February 18, 2025, Plaintiffs filed their Consolidated Amended Complaint (“CAC”) seeking to certify a nationwide class and a California subclass of those impacted in the Data Incident alleging claims for negligence, negligence per se, breach of third-party beneficiary contract, breach of contract, unjust enrichment, and statutory claims for violations of California law. [ECF No. 21].

72. On April 11, 2025, Defendant filed its motion to dismiss the CAC, asserting that Plaintiffs lacked Article III standing and failed to state a claim on each of their causes of action. [ECF 35]. On May 15, 2025, Plaintiffs filed a response in opposition. [ECF 40].

73. At that point, the Parties decided to conserve resources and explore resolution of the entire action. The Parties scheduled a mediation session with former federal magistrate judge and experienced class action mediator Diane Welsh with JAMS.

74. In advance of mediation, Plaintiffs requested and Defendant produced informal discovery requests related to liability and damages, including, but not limited to, the number of individuals potentially impacted by the Data Incident, the states in which they resided on the date of the Data Incident, the categories of Private Information involved, and the security enhancements taken since the Data Incident to better protect its computer systems for future data incidents. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

75. The mediation took place in person in Philadelphia on June 10, 2025. After a full day of negotiations, the Parties agreed to the material terms of the Settlement to resolve all claims on a classwide basis.

IV. Settlement Fund

76. Within 40 days after Preliminary Approval, Defendant shall fund or cause to be funded the entire \$5,000,000 Settlement Fund. In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned pro rata to the Defendant.

77. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; and (2) all Settlement Administration Costs; (3) any attorneys' fees and costs awarded by the Court.

78. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account

shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

V. Certification of the Settlement Class

79. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

VI. Settlement Class Member Benefits

80. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. In addition, each California Settlement Subclass Members who submits a Valid Claim may elect to receive a separate California Statutory Award. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A – Documented Losses, and then to all those who elect Cash Payment B and California Statutory Awards. Any *pro*

rata increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

81. Taxes and Tax-Related Expenses relating to the Settlement Fund shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences resulting from their receipt of funds from the Settlement Fund pursuant to this Agreement.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid and attesting that the claimed losses are fairly traceable to the Data Incident. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including

emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00.

c. California Statutory Award

In addition to Cash Payment A or Cash Payment B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the estimated amount of \$100.00.

d. Credit Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for two years of credit monitoring services, which include: (i) real time monitoring of credit files; (ii) web-based monitoring of personal identifiable information including social security numbers, banking information and credit/debit information, medical ID numbers, email

addresses, and phone numbers; and (iii) access to Fraud Consultation and Identity Theft Restoration services, with access to agents to help investigate and resolve instances of identity theft. All costs associated with the provision of Credit Monitoring shall be paid exclusively out of the Settlement Fund.

e. **Injunctive Relief**

Prior to Final Approval, Defendant will provide Class Counsel with a written attestation regarding the security measures, including the cost associated therewith, it implemented following the Data Incident (or will implement) to better protect the Settlement Class' Private Information from future disclosure resulting from a subsequent data incident. The costs of any such security measures on the part of Defendant were paid or will be paid separately by the Defendant and will not come out of the Settlement Fund.

VII. Settlement Approval

82. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Notices; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Epiq as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow and Mariya Weekes as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VIII. Settlement Administrator

83. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

84. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits. All Settlement Administration Costs shall be paid exclusively out of the Settlement Fund.

85. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensure the issuance of the Credit Monitoring activation codes to all Settlement Class Members who elect for Credit Monitoring.

l. Pay Court-approved attorneys' fees and costs out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed.

IX. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

86. Defendant will provide the Settlement Administrator with the Class List no later than 5 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

87. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

88. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required

if the date or time for the Final Approval Hearing changes.

89. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

90. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel will file with the Court no later than 10 days prior to the Final Approval Hearing.

91. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to

Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

92. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a

copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

93. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

94. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

X. Claim Process and Disbursement of Cash Payments

95. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

96. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

97. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

98. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

99. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

100. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

101. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Insufficient documentation;
- c. Illegible Claim Form;

- d. The Claim Form is fraudulent;
- e. The Claim Form is duplicative of another Claim Form;
- f. The Claimant is not a Settlement Class Member;
- g. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- h. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- i. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- j. The Claim Form otherwise does not comply with the requirements of this Settlement.

102. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

103. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all

notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

104. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

105. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

106. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

107. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, said funds

attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

108. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

XI. Final Approval Order and Final Judgment

109. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees and Costs, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees and Costs. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

110. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees and Costs. Such proposed Final Approval Order 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 the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from

the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XII. Attorneys' Fees and Costs

111. *Attorneys' Fees and Costs* – The Parties did not discuss the amount of attorneys' fees, expenses until after the substantive terms of the Settlement had been agreed upon.

112. As part of the Motion for Final Approval filed 45 days before the scheduled Final Approval Hearing, Class Counsel shall move the Court for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus reimbursement of reasonable documented litigation costs and expenses. The amount of attorneys' fees and litigation expense reimbursement shall be determined by the Court.

113. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator exclusively out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date. After the Settlement Administrator has distributed the attorneys' fees and cost awards approved by the Court, Class Counsel shall solely be responsible for allocating the attorneys' fees and cost awards to any counsel that contributed to the prosecution and/or settlement of the Action.

114. This Settlement is not contingent on approval of the request for attorneys' fees and costs, and if the Court denies the request or grants amounts less than what was requested, the

remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was not negotiated until after all material terms of the Settlement.

XIII. Disposition of Residual Funds

115. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the National Cybersecurity Alliance, to be approved by the Court.

XIV. Releases

116. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

117. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim,

lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

118. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

119. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

120. The power to enforce any term of this Settlement is not affected by the releases in this section.

XV. Dismissal

121. Upon Final Approval of this Settlement Agreement by the Court, the Action will be dismissed with prejudice, including the Plaintiffs' individual claims, as provided for in the Final Order final judgment.

122. The Court shall retain jurisdiction over the Action to enforce the terms of this Settlement. In the event that any applications for relief are made, such applications shall be made to the Court. To avoid doubt, the Final Approval Order and final judgment apply to and are binding upon the Parties, the Settlement Class Members, and their respective heirs, successors, and assigns.

XVI. Termination of Settlement

123. This Agreement shall be subject to and is expressly conditioned on the occurrence

of all of the following events:

f. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

g. The Court has entered the Preliminary Approval Order;

h. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken are resolved in favor of Final Approval; and

i. The Effective Date has occurred.

124. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

125. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

126. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XVII. Effect of Termination

127. The grounds upon which this Agreement may be terminated are set forth in Section

XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

128. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVIII. Medusind's Denial of Liability

129. Medusind has denied and continues to deny all liability alleged in the Action. In addition, Medusind maintains that it has meritorious defenses to the claims alleged in the Action, believes a litigation class could not be certified, and that it would have prevailed at trial. Nonetheless, taking into account the uncertainty, risks and costs inherent in any litigation, Medusind has concluded that further conduct of the Actions could be protracted, burdensome, expensive and distracting. Medusind has, therefore, determined that it is desirable and beneficial to Medusind that the Actions be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement shall in no event be construed or deemed to be evidence of an admission or concession by Medusind with respect to any claim or fault, liability, wrongdoing or damage whatsoever.

130. Class Counsel believe the claims asserted in the Action have merit, and they have

examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

131. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise.

132. To the extent permitted by law, neither this Settlement Agreement, nor any of its terms, nor any action taken by the Parties in connection with the negotiations of this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

133. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 the Action or in any pending or future civil, criminal, administrative or other action or proceeding to establish any liability or admission by either Party.

134. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a

full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

135. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

136. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge that they: (i) have performed an independent investigation of the allegations of fact and law made in connection with the Actions; and (ii) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties intention to resolve their disputes in connection with the Actions pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Settlement Agreement shall remain in full force and effect notwithstanding the discovery of any

additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

137. ***Stay of Proceedings.*** All motions, discovery, and other proceedings in the Action shall be stayed until the Court enters the Final Approval Order and final judgment, or this Settlement Agreement is otherwise terminated. Upon entry of the Preliminary Approval Order, all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties.

138. ***Construction.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

139. ***Authority.*** The individual signing this Agreement on behalf of Medusind represents that he/she is fully authorized by Medusind to enter into, and to execute, this Settlement Agreement on behalf of Medusind. Class Counsel represents that they are fully authorized to conduct settlement negotiations with Medusind's Counsel on behalf of Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e). Plaintiffs enter into and execute this Settlement Agreement on behalf of themselves, and as representatives of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

140. ***Plaintiff Objections.*** If, prior to the Effective Date, Class Counsel knows, or has reason to know, of any Plaintiff who intends to exclude himself or herself from the Settlement or who intends to submit an objection to the Settlement, Class Counsel shall promptly notify Medusind's Counsel within three days. The Parties shall thereafter meet and confer within seven

days of such notification to determine whether any modifications to the Settlement, or any other actions or filings, are required.

141. **No Primary Drafter of Settlement Agreement.** The Parties, together with Class Counsel and Medusind's Counsel, have jointly participated in the drafting of this Agreement. No Party hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

142. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

143. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

144. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

145. **Integration and No Reliance.** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

146. **No Conflict Intended.** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

147. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law or conflicts of law; however nothing in this Agreement shall operate as a waiver of any Party's position regarding the applicable law governing the underlying claims at issue in the Action.

148. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

149. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

150. **Change of Time Periods.** The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change

by the Court, or by written agreement of Class Counsel and Defendant's counsel and as approved by the Court, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

151. ***Communication with Medusind's Customers and Other Members of the Public.***

Medusind reserves the right to communicate with its customers and members of the public in the ordinary course of business. Medusind will refer any inquiry initiated by a Settlement Class Member about the subject-matter of this Settlement to the Settlement Administrator where possible. With the exception of the Class Notice, no Party or counsel shall issue any statement to the media or press regarding the Agreement.

152. ***No Disparagement.*** The Parties and their counsel agree that no Party or counsel shall make any disparaging public statements about the other.

153. ***Confidentiality of Discovery Materials.*** The Parties and their counsel agree that all documents shared shall remain confidential. Within 60 days after the Effective Date, Class Counsel and Plaintiffs shall destroy all confidential documents, data and information, and all copies thereof in their possession, custody, or control, provided by Medusind to Class Counsel or anyone they employed or retained in the Litigation. As soon as reasonably practicable, but no later than 75 days after the Effective Date, Class Counsel shall deliver a letter to Medusind's Counsel certifying their compliance with this paragraph.

154. ***Notices.*** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.

1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Mariya Weekes
**Milberg Coleman Bryson
Phillips & Grossman PLLC**
201 Sevilla Avenue, Ste. 200
Coral Gables, FL 33134
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Myriah Jaworski
Clark Hill LLP
One America Plaza
600 West Broadway, Suite 500
San Diego, CA 92101
mjaworski@clarkhill.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

155. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

156. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

157. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

158. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be

considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

159. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

160. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (On Behalf of the Plaintiffs and the Settlement Class)

Jeffrey Ostrow

Jeffrey Ostrow (Jul 11, 2025 08:06 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes

Mariya Weekes (Jul 11, 2025 14:09 GMT+2)

MARIYA WEEKES
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**

MEDUSIND, INC.

Megan Marshall

By: Megan Marshall

Its General Counsel

MEDUSIND, INC.'S COUNSEL

Myriah V. Jaworski

Digitally signed by: Myriah V. Jaworski
DN: CN = Myriah V. Jaworski email =
mjaworski@clarkhill.com C = US O = Clark Hill
LLP
Date: 2025.07.11 17:18:03 -04'00'

MYRIAH JAWORSKI
CLARK HILL LLP

**EXHIBIT 1
(POSTCARD NOTICE)**

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Entered on FLSD Docket 07/11/2025 Pa

BARCODE
NO-PRINT
ZONE

FIRST CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

Ashley Owings v. Medusind, Inc., Case No. 1:25-
cv-20117-RAR, United States District Court for the
Southern District of Florida

**If you were sent notice that your Private
Information was impacted in the Data
Incident involving Medusind, Inc., on or
about December 29, 2023, you may be
entitled to Settlement Class Member
Benefits from a Settlement.**

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

www.XXXXXXXXXXXXX.com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A \$5,000,000 settlement has been reached in a class action lawsuit against Medisync, Inc. ("Defendant"), a medical and dental billing and software company. The lawsuit is regarding a Data Incident that occurred on or about December 29, 2023, resulting in the unauthorized access to or acquisition of Settlement Class members' Private Information as the result of the infiltration of Defendant's computer systems. Private Information includes personally identifiable information and private health information consisting of, but not limited to, the following: names, physical addresses, email addresses, telephone numbers, health insurance and billing information, payment information, health information, and government identification. The Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. The Settlement also included a California Settlement Subclass defined as Settlement Class Members residing in California on December 29, 2023. You may be a member of both.

What does the Settlement Provide? You can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

Cash Payment A - Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**

Cash Payment B - Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100; **AND**

California Statutory Award: In addition to a Cash Payment, members of the California Settlement Subclass may submit a Claim Form for an additional *estimated* \$100; **AND**

Credit Monitoring - In addition to a Cash Payment, you may also submit a Claim Form to receive two years of free Credit Monitoring.

Injunctive Relief: Defendant is implementing additional security measures following the Data Incident.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees up to 1/3 of the Settlement Fund, plus reimbursement of costs, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT 2
(LONG FORM NOTICE)

If you were sent notice that your Private Information was impacted in the Data Incident involving Medusind, Inc. that occurred on or about December 29, 2023, you may be entitled to Settlement Class Member Benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A \$5,000,000 settlement has been reached in a class action lawsuit against Medusind, Inc., (“Defendant”), a medical and dental billing and software company. The lawsuit is regarding a Data Incident that occurred on or about December 29, 2023, resulting in unauthorized access to or acquisition of Settlement Class members’ Private Information, as the result of the infiltration of Defendant’s computer systems. Private Information includes personally identifiable information and private health information consisting of, but not limited to, the following: names, physical addresses, email addresses, telephone numbers, health insurance and billing information (insurance policy numbers or claims/benefits information), payment information (debit/credit card numbers or bank account information), health information (medical history, medical record numbers, or prescription information), and government identification (Social Security numbers, taxpayer IDs, driver’s licenses, or passport numbers).
- The Settlement Class is all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. The California Settlement Subclass is Settlement Class Members residing in California on December 29, 2023. You may be a member of the Settlement Class and the California Settlement Subclass.
- If you are a member of the Settlement Class and the California Settlement Subclass, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR** **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100; **AND** **California Statutory Award:** In addition to Cash Payment A or Cash Payment B, members of the California Settlement Subclass may submit a Claim Form for an additional *estimated* \$100; **AND**

Credit Monitoring: In addition to Cash Payment A or Cash Payment B, and the California Statutory Award, if eligible, you may also submit a Claim Form to receive two years of Credit Monitoring.

Injunctive Relief: Defendant is implementing additional security measures following the Data Incident.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, and costs. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Rodolfo A. Ruiz II of the United States District Court for the Southern District of Florida is overseeing this class action. The lawsuit is known *Ashley Owings v. Medusind, Inc.*, Case No. 1:25-cv-20117-RAR (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Medusind, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly related to a Data Incident that occurred on or about December 29, 2023, involving the Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information as the result of the infiltration of Defendant’s computer systems. Private Information includes personally identifiable information and private health information consisting of, but not limited to, the following: names, physical addresses, email addresses, telephone numbers, health insurance and billing information (insurance policy numbers or claims/benefits information), payment information (debit/credit card numbers or bank account information), health information (medical history, medical record numbers, or prescription information), and government identification (Social Security numbers, taxpayer IDs, driver’s licenses, or passport numbers).

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States and was sent a notice of the Data Incident indicating your Private Information may have been impacted in the Data Incident.

You are also included in the California Settlement Subclass if you are a Settlement Class Member residing in California on December 29, 2023.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of expenses incurred as a result of the Data Incident include (but are not limited to): unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

for Cash Payment A – Documented Losses will instead be processed as if you elected Cash Payment B – Alternate Cash.

Cash Payment B – Alternate Cash

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100.

California Statutory Award: In addition to Cash Payment A or Cash Payment B, members of the California Settlement Subclass may also elect to receive an additional California Statutory Award in the *estimated* amount of \$100.

Credit Monitoring - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive two years of free Credit Monitoring.

Cash Payments - Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, calculated after payment for Credit Monitoring has been subtracted your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then to Cash Payment A – Documented Losses, and then for Cash Payment B and for Credit Monitoring. Any *pro rata* increases or decreases will be on an equal percentage basis.

Injunctive Relief

Defendant is implementing additional security measures following the Data Incident.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and the California Settlement Subclass (if eligible) and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Medusind Data Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Defendant and Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Defendant and Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees and Costs.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Ashley Owings v. Medusind, Inc.*, Case No. 1:25-cv-20117-RAR.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of all lawyers representing you, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, and Costs and whether they will appear at the Final Approval Hearing;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 7) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (a lawyer's signature is not sufficient).

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Class Counsel and/or Defendant’s Counsel may conduct limited discovery on any objector or objector’s lawyer, including the taking of depositions and requiring the production of documents.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT’S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court Southern District of Florida 400 North Miami Ave Miami, FL 33128	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg Coleman Bryson Phillips Grossman PLLC 201 Sevilla Ave Suite 200 Coral Gables, FL 33134	Myriah Jaworksi Clark Hill LLP One America Plaza 600 West Broadway Suite 500 San Diego, CA 92101	Medusind Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx- xxxx

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys’ fees of up to 1/3 of the Settlement Fund, plus reimbursement of costs. If awarded by the Court, the attorneys’ fees and costs will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Application for Attorneys’ Fees, and Costs. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Rodolfo A. Ruiz II at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel’s Application for Attorneys’ Fees and Costs.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Medusind Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

**EXHIBIT 3
(CLAIM FORM)**

MAIL ID

0000PLACEHOLDER0000

Must be postmarked or submitted online NO LATER THAN [DATE]

Medusind Data Incident
SETTLEMENT AMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com

Ashley Owings v. MedusInd, Inc., Claim Form

Case No. 1:25-CV-20117-RAR

GENERAL INFORMATION

If you were sent notice that your Private Information was impacted in the Data Incident that occurred on or about December 29, 2023, involving Medusind, Inc., you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.XXXXXXXXXX.com. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the return address at the top of this form.**

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim for a Cash Payment option including the following:

- 1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member. Supporting documentation is required.

OR

- 2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternate cash payment in the *estimated* amount of \$100.

AND

- 3. **California Statutory Award:** The California Settlement Subclass includes Settlement Class Members residing in California on December 29, 2023. In addition to Cash Payment A or Cash Payment B, members of the California Settlement Subclass may elect to receive an additional California Statutory Award in the *estimated* amount of \$100.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

AND

Credit Monitoring: In addition to a Cash Payment A (Documented Losses) *or* a Cash Payment B (Alternate Cash) *and* a California Statutory Award (if eligible), you may also submit a Claim Form to receive two years of free Credit Monitoring.

* * *

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions visit **www.XXXXXXXXXX.com**

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

MAIL ID

0000PLACEHOLDER0000

Contact Information

1. NAME (REQUIRED):

First Name

MI

Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City

State

ZIP Code

3. PHONE NUMBER:

 - -

4. EMAIL ADDRESS:

5. UNIQUE ID:

Credit Monitoring

You may be eligible to receive free Credit Monitoring services.

All Settlement Class Members are eligible to claim Credit Monitoring services.

Please select the checkbox if you want the Credit Monitoring services for which you are eligible.

Credit Monitoring: I want to receive two free years of Credit Monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

MAIL ID

0000PLACEHOLDER0000

Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to \$5,000 total. Eligible losses include those incurred on or about December 29, 2023, up to the date of filing your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

To look up more details about how the Cash Payments work, visit www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft. <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident. <i>Examples: Phone bills, receipts, detailed list of addresses you traveled to (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

MAIL ID

0000PLACEHOLDER0000

Cash Payment B – Alternate Cash Payment

Instead of Cash Payment A, without providing documentation, you may elect to receive an alternate cash payment in the *estimated* amount of \$100. Your alternate cash payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

By checking this box, I affirm I want to receive an Alternate Cash Payment in the *estimated* amount of \$100.00.

California Statutory Award

The California Settlement Subclass includes Settlement Class Members residing in California as of December 29, 2023. In addition to Cash Payment A or Cash Payment B, members of the California Settlement Subclass may also submit a elect to receive an additional California Statutory Award in the *estimated* amount of \$100.

By checking this box, I affirm I am a member of the California Settlement Subclass and want to receive the California Statutory Award in the *estimated* amount of \$100.

Signature

By signing my name, I affirm under the penalty of perjury and laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date:

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MM DD YYYY

Print Name

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 1:25-cv-20117-RAR

ASHLEY OWINGS, ALEKSANDR
MITERIN, AILEMA GASCON, BARBARA
MASTEN, COURTNEY HOPPER,
ROBERT OWEN, JEANNE AUER,
JENNIFER CALDWELL-JOCK, and H.P.
through her guardian LAUREN G.
SAVENER, on behalf of themselves, and all
others similarly situated,

Plaintiffs,

v.

MEDUSIND, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

THIS CAUSE comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval¹ requesting entry of an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing Plaintiffs as Class Representatives; (iv) appointing Class Counsel for the Settlement Class; (v) approving the form of Notices and the Notice Program; (vi) approving the Claim Form and the Claim process; (vii) appointing the Settlement Administrator; (viii) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (ix) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and Class Counsel's Application for Attorneys' Fees and Costs. [ECF No. 51].

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement attached to the Motion for Preliminary Approval as *Exhibit A*.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby: **ORDERED AND ADJUDGED** that the Motion is **GRANTED** as set forth herein.

BACKGROUND

Defendant is a medical and dental billing and software company that provides services to providers throughout the country. *See generally* Complaint, [ECF No. 1]. Defendant's healthcare customers entrusted Defendant with the Private Information of their patients, including their names, mailing addresses, email addresses, telephone numbers, health insurance and billing information (insurance policy numbers or claims/benefits information), payment information (debit/credit card numbers or bank account information), health information (medical history, medical record numbers, or prescription information), and government identification (Social Security numbers, taxpayer ID numbers, driver's licenses numbers, or passport numbers). *Id.*

On December 29, 2023, Defendant detected suspicious activity on its computer systems and later confirmed that cybercriminals accessed certain information stored on those systems. *Id.* On or about January 7, 2025, Defendant began sending notice letters to approximately 700,000 individuals advising them that their Private Information may have been impacted in the Data Incident. *Id.* On January 9, 2025, Plaintiff Owens filed an action against Medusind before this Court related to the Data Incident. *Id.* Thereafter, a number of similar lawsuits with overlapping claims and classes were filed against Defendant regarding the Data Incident. Following a motion for consolidation and appointment of leadership, the Court consolidated all related cases into this

action and appointed Jeff Ostrow and Mariya Weekes as Interim Class Counsel. [ECF Nos. 4, 6]. Plaintiffs filed their consolidated class action complaint on February 18, 2025, to which Defendant filed a Motion to Dismiss on April 11, 2025. [ECF Nos. 21, 35]. Plaintiffs filed their response in opposition to the motion to dismiss on May 15, 2025, to which Defendant filed its reply on June 10, 2025. [ECF Nos. 40, 43].

This Settlement was reached before the Court considered the motion to dismiss. Prior to participating in mediation, the Parties engaged in meaningful discovery. Plaintiffs consulted with liability and damages experts and requested pre-mediation informal discovery from Defendant. In response Defendant produced extensive material relating, including but not limited to, the number of individuals and categories of Private Information impacted by the Data Incident. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

On June 10, 2025, the Parties participated in a full-day private mediation session in Philadelphia, Pennsylvania, before experienced class action mediator and retired federal Magistrate Judge Diane Welsh. The mediation concluded with the Parties agreeing to all material terms of the Settlement. The terms of the settlement reached are memorialized in the Agreement, which was negotiated at arm's length, in good faith, and without collusion by capable and experienced counsel with full knowledge of the facts, the law, and the inherent risks in the Action, and with the active involvement of Plaintiffs and Defendant.

The Parties filed a Notice of Settlement with the Court on June 12, 2025. [ECF No. 47]. Over the next five weeks, the Parties worked diligently to finalize the terms of the Agreement and ancillary documents. They signed the agreement on July 11, 2025. The Parties did not discuss attorneys' fees and costs until after they reached agreement on all material Settlement terms.

Specifically, the Settlement provides monetary relief that includes a non-reversionary all-cash Settlement Fund of \$5,000,000. The Settlement Fund will be fully funded by Defendant within 40 days of Preliminary Approval. The Settlement Fund will be used to pay: (i) all Settlement Class Member Benefits; (ii) any attorneys' fees and costs awarded by the Court to Class Counsel; and (iii) all Settlement Administration Costs. Once Defendant funds the Settlement Fund, it will not be required to make any other payments to Settlement Class Members under the Settlement. The Settlement also provides that prior to Final Approval, Defendant will provide Class Counsel with an attestation as to the security measures it has implemented and plans to implement following the Data Incident. The costs of any such security measures shall be fully borne by Defendant, and under no circumstances will such costs be deducted from the Settlement Fund.

Plaintiffs now seek Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. Defendant does not oppose the relief sought in the Motion for Preliminary Approval and agrees the Court should grant Preliminary Approval of the Settlement and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes comprehensive Notice Program and Claims Process. As such, Preliminary Approval of the proposed Settlement is warranted.

LEGAL STANDARD

It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (cleaned up). “There is a strong judicial policy in favor of settlement, in order to conserve scarce resources that would otherwise be devoted to protracted litigation.” *Id.* In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation

class—*i.e.*, all Federal Rule of Civil Procedure 23(a) factors and at least one subsection of Federal Rule of Civil Procedure 23(b) must be satisfied— except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *See id.* at 671–672.; *see also Diakos v. HSS Sys., LLC*, 137 F. Supp. 3d 1300, 1306 (S.D. Fla. 2015) (explaining a court evaluates whether certification of a settlement class is appropriate under Rule 23(a) and (b)); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Rule 23(a) requires: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See Fed. R. Civ. P. 23(a)(1)–(4)*. Rule 23(b)(3) requires that (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members” and (2) “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Fed. R. Civ. P. 23(b)(3)*. The Eleventh Circuit also requires that the class representatives have standing to sue and that the proposed class is adequately defined and clearly ascertainable. *See Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000); *Little v. T-Mobile USA, Inc.*, 691 F.3d 1302, 1304 (11th Cir. 2012).

Before addressing any Rule 23 factor, however, the Court must ensure that standing under Article III is met. *See Griffin v. Dugger*, 823 F.2d 1476, 1482 (11th Cir. 1987) (“[A]ny analysis of class certification must begin with the issue of standing”). To satisfy Article III standing, a plaintiff must “(1) suffer[] an injury in fact, (2) that is fairly traceable to the challenged conduct of defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016).

If certification of a settlement class is appropriate, a court then determines if the proposal is “fair, reasonable, and adequate.” *Fed. R. Civ. P. 23(e)(2)*. To do so, the Court considers whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for

the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Id. Furthermore, the Eleventh Circuit “instruct[s] district courts to consider several additional factors called the *Bennett* factors.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021) (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)). These additional factors are (a) “there was no fraud or collusion in arriving at the settlement,” and (b) the settlement was fair, adequate and reasonable, considering (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *Bennett*, 737 F.2d at 986 (“*Bennett* factors”).

Courts have substantial discretion in approving a settlement agreement, *Bennett*, 737 F.2d at 986, and settlement negotiations that involve arm's-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See* Manual for Compl. Lit., Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.” (cleaned up). “Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646, 2010 WL 2401149, at *2 (S.D. Fla. June 15, 2010) (cleaned up).

ANALYSIS

The Court finds, for settlement purposes only and conditioned on final certification of the

proposed Settlement Class and entry of a Final Approval Order, that the Settlement Class and proposed Settlement satisfy the requirements of Rule 23(a), 23(b)(3), and 23(e), as well as the *Bennett* factors.

a. Certification Of The Settlement Class Is Appropriate.

The Court finds, for settlement purposes only, that the Rule 23 factors are satisfied, and certification of the proposed Settlement Class is appropriate under Rule 23. The Court further finds that the Article III standing requirement is met here.

The Court therefore provisionally certifies the following Settlement Class:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

A subset of the Settlement Class is the California Settlement Class of “Settlement Class Members residing in California as of December 29, 2023.”²

The Court will address each Rule 23(a) and 23(b)(3) factor in turn.

1. The Rule 23(a) Factors Are Satisfied.

(i) Rule 23(a)(1) - Numerosity

Rule 23(a)(1) requires that the “class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). The numerosity requirement is “generally a low hurdle” and, as a baseline, “less than twenty-one is inadequate . . . [and] more than forty is adequate[.]” *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1267 (11th Cir. 2009) (cleaned up). Here, the numerosity requirement of Rule 23(a)(1) is satisfied because the Settlement Class includes approximately 700,000 individuals. *See Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th

² Excluded from the Settlement Class are (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

Cir. 1986) (numerosity generally satisfied where there are more than 40 class members); *In re Mednax Serv., Customer Data Sec. Breach Litig.*, No. 21-MD-02994-RAR, 2024 WL 1554329, at *4 (S.D. Fla. Apr. 10, 2024) (Ruiz, II, J.). The joinder of approximately 700,000 Settlement Class Members would certainly be impracticable, and thus numerosity is satisfied.

(ii) Rule 23(a)(2) - Commonality

Rule 23(a)(2) requires that there must be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “[C]ommonality 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, 349–50 (2011) (cleaned up). The commonality requirement is a “low hurdle.” See *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1356 (11th Cir. 2009). Courts in this Circuit have previously addressed this requirement in the context of data breach class actions and found it satisfied. See, e.g., *Mednax*, 2024 WL 1554329, at *4 (commonality satisfied because claims turn on adequacy of defendants’ data security to protect PII and PHI); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2022 WL 17477004, at *4 (S.D. Fla. Dec. 5, 2022); see also *Equifax*, 999 F.3d at 1274–75, 1277 (affirming district court’s certification of class, including finding of commonality).

Here, Plaintiffs and Settlement Class members all had their Private Information impacted by the Data Incident. Plaintiffs’ claims turn on whether Defendant’s data security environment, was adequate to protect Plaintiffs’ and the Settlement Class’ Private Information. These issues are common to the Settlement Class, are alleged to have injured all Settlement Class Members in the same way and would generate common answers central to the viability of all claims were this case

to proceed to trial. In other words, evidence to resolve said claims does not vary among Settlement Class Members and can therefore be fairly resolved, for purposes of settlement, for all Settlement Class Members at once. Thus, commonality is satisfied.

(iii) Rule 23(a)(3) - Typicality

Under Rule 23(a)(3), a class representative's claims must also be typical of the putative class they seek to represent. *See* Fed. R. Civ. P. 23(a)(3). Typicality under Rule 23(a)(3) "measures whether a significant nexus exists between the claims of the named representative and those of the class at large." *Hines v. Widnall*, 334 F.3d 1253, 1256 (11th Cir. 2003); *see also Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims "arise from the same event or pattern or practice and are based on the same legal theory"). "Neither the typicality nor the commonality requirement mandates that all putative class members share identical claims, and [] factual differences among the claims of the putative members do not defeat certification." *Cooper v. S. Co.*, 390 F.3d 695, 714 (11th Cir. 2004) (cleaned up); *see also Ault v. Walt Disney World Co.*, 692 F.3d 1212, 1216 (11th Cir. 2012). When the same course of conduct is directed at the named plaintiff and the members of the proposed class, typicality is satisfied. *See Kennedy v. Tallant*, 710 F.2d 711, 717 (11th Cir. 1983).

Here, Plaintiffs' interests are aligned with the Settlement Class in that they all were sent a notice letter indicating their Private Information may have been impacted in the Data Incident and were therefore all affected by the same purportedly inadequate security that allegedly harmed Settlement Class Members. Their claims are based on the same legal theories and underlying event. Thus, the typicality requirement is satisfied. *See Hines*, 334 F.3d at 1256; *Mednax*, 2024 WL 1554329, at *4.

(iv) Rule 23(a)(4) - Adequacy

Adequacy under Rule 23(a)(4) requires that “the representative parties . . . fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy relates to (i) whether the proposed class representative has interests antagonistic to the class, and (ii) whether the proposed class counsel has the competence to undertake this litigation. *Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314–15 (S.D. Fla. 2001). The determinative factor “is the forthrightness and vigor with which the representative party can be expected to assert and defend the interests of the members of the class.” *Lyons v. Georgia-Pacific Corp. Salaried Emp’s Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000) (cleaned up); *Mednax*, 2024 WL 17477004 at *5.

Here, like all Settlement Class Members, Plaintiffs have claims against Defendant arising from the Data Incident that allegedly impacted their Private Information. Plaintiffs were similarly injured by Defendant’s allegedly wrongful acts. Proof of Plaintiffs’ claims would necessarily involve adjudicating the same issues of law and fact as the claims of the Settlement Class as a whole. Thus, Plaintiffs and the Settlement Class they seek to represent have the same interests in recovering damages and other relief. Further, Plaintiffs have also diligently and adequately prosecuted this action through Class Counsel by, among other things, reviewing filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, and accepting the classwide Settlement. Plaintiffs are committed to continuing to assist Class Counsel through Final Approval.

As for Class Counsel, they are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context, demonstrating their adequacy. *See Mednax*, 2024 WL 17477004 at *5 (“Class Counsel are adequate because of their vast experience as vigorous data breach class action litigators.”). Class Counsel have litigated this Action, including evaluating the claims, preparing comprehensive pleadings, serving informal

discovery, consulting with data security experts, responding Defendant's Motion to Dismiss, complying with Court orders and requirements, and participating in a mediation that ultimately resulted in this Settlement.

Accordingly, Plaintiffs have no conflicts with the Settlement Class and have demonstrated their adequacy as Class Representatives by "(i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the litigation; and (v) monitoring the Litigation." *See Mednax*, 2024 WL 17477004 at *5. The adequacy requirement is therefore met.

2. The Rule 23(b) Factors Are Satisfied.

Having found that all Rule 23(a) factors are satisfied, the Court proceeds to address at least one subsection of Rule 23(b)—namely, Rule 23(b)(3)—to ascertain whether “questions of law or fact common to class members predominate over any questions affecting only individual members,” and to ensure “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). When assessing predominance and superiority, the court may consider the class will be certified for settlement purposes only, and that a showing of manageability at trial is not required. *See Amchem*, 521 U.S. at 620 (“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.”).

(i) Predominance

The predominance inquiry looks at “the legal or factual questions that qualify each class member's case as a genuine controversy, questions that preexist any settlement.” *Id.* at 623.

“[C]ommon issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability and on every class member’s entitlement to injunctive and monetary relief.” *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016). Further, “[i]t is not necessary that all questions of law or fact be common, but only that some questions are common and that they predominate over individual questions.” *In re Takata Airbag Prod. Liability Litig.*, No. 2599, 2023 WL 4925368, at *6 (S.D. Fla. June 20, 2023). The focus on a defendant’s security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312 (N.D. Cal. 2018).

Here, as in other data breach cases, common questions predominate because all claims arise out of a common course of conduct by Defendant. *Id.* at 312; *Mednax*, 2024 WL 17477004 at *5. All Settlement Class Members had their Private Information compromised in the Data Incident and the security practices at issue did not vary from person to person. “Thus, because these common questions represent a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is a clear justification for handling the dispute on a representative rather than on an individual basis.” *See Mednax*, 2024 WL 17477004 at *5. The predominance requirement is therefore satisfied.

(ii) Superiority

To satisfy the superiority requirement of Rule 23(b)(3), a movant must show that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). “The focus of the superiority analysis is on the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to plaintiffs.” *Mohamed v. American Motor Co., LLC*, 320 F.R.D. 301, 316 (S.D. Fla.

2017) (cleaned up); *Mednax*, 2024 WL 17477004 at *5. Here, adjudicating individual actions would be impractical. The amount in dispute for individual class members is too small, the technical issues involved too complex, and the expert testimony and document review too costly. Further, individual claim prosecution would be prohibitively expensive, needlessly delay resolution, and may lead to inconsistent rulings. Accordingly, certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims asserted.

3. The Article III Standing Requirement Is Met.

To demonstrate Article III standing Plaintiffs must establish that they each “(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo*, 578 U.S. at 338. Further, “[t]o have standing to represent a class, a party must not only satisfy the individual standing prerequisites, but must also ‘be part of the class and possess the same interest and suffer the same injury as the class members.’” *Mills v. Foremost Ins. Co.*, 511 F.3d 1300, 1307 (11th Cir. 2008) (quoting *Prado*, 221 F.3d at 1279). There is no requirement that Article III standing be proved with evidentiary support at the settlement approval stage. *Equifax*, 999 F.3d at 1261 n.8.

Standing exists when a plaintiff’s sensitive personal information is allegedly accessed and exfiltrated in a data breach. *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2022 WL 796367, at *4 (S.D. Fla. Mar. 15, 2022); *see also Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2022 WL 17477004, at *5 (S.D. Fla. Dec. 5, 2022). In a similar data breach class action, this Court extensively addressed standing in data breach class actions, and subsequently relied on that analysis when preliminarily approving a class settlement in that case. *See In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, 603 F. Supp. 3d 1183, 1200-08 (S.D. Fla. 2022) (denying motion to dismiss for lack of standing, including in the context of *TransUnion LLC v. Ramirez*,

594 U.S. 2190 (2021)); *Mednax*, 2024 WL 1554329, at *4 n.2 (citing *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023)) (citing standing analysis from motion to dismiss opinion and preliminarily approving class settlement).

To establish an imminent threat of identity theft based on a data breach, plaintiffs must show that “some misuse of class members’ data” has already occurred. *Green-Cooper*, 73 F. 4th at 889 (citing *Tsao v. Captiva MVP Rest. Partners, LLC*, 986 F.3d 1332, 1343 (11th Cir. 2021)). Plaintiffs’ allegations that a criminal ransomware group accessed their Private Information and published it to its data leak site, and that two Plaintiffs’ Private Information is now on the dark web, supports that misuse. *See Green-Cooper*, 73 F. 4th at 890 (posting of Private Information on the dark web “establishes both a present injury . . . and a substantial risk of future injury”). Therefore, the actual misuse of and actual access to the Settlement Class’ data are injuries-in-fact that plausibly give rise to a substantial risk of future harm from identity theft; emotional injury; the diminution in the value of Plaintiffs’ and Settlement Class Members’ Private Information; and the loss of privacy. *Mednax*, 603 F. Supp. 3d at 1202–05.

Traceability—the causal connection between the Data Incident and the Settlement Class’ injuries—also exists for Article III standing. Plaintiffs’ and Settlement Class Members’ injuries must be “fairly traceable” to Defendant’s actions, but that does not mean they are required to show proximate cause, as harms flowing indirectly from the Data Incident are sufficient for standing. *Id.* at 1205. Defendant’s alleged failure to protection the Private Information, resulting in the Data Incident whereby unauthorized access was gained, preceded Plaintiffs’ documented incidents of identity theft, economic losses, lost time, and emotional distress, and put them at a substantial risk of future incidents of identity theft too. *Id.* at 1206. The Data Incident need not have provided all information necessary to inflict those harms; it is enough the Data Incident could assist give

identity thieves in perpetrating them. *Id.*

Thus, like in *Mednax* and *Desue*, because all Plaintiffs and Settlement Class Members had their Private Information impacted in the Data Incident, they have all suffered injuries in fact that are fairly traceable to the Data Incident and would likely be redressed by a favorable judgment if this case was litigated through trial, demonstrating Article III standing. The Court therefore provisionally certifies the Settlement Class.

b. Preliminary Approval of the Settlement Is Warranted.

Next, the Court must preliminarily determine whether the Settlement is fair, adequate, and reasonable under Rule 23(e)(2) while also considering the *Bennett* factors. At this juncture, “the court’s primary objective . . . is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” *Morris v. US Foods, Inc.*, No. 8:20-cv-105, 2021 WL 2954741, at *7 (M.D. Fla. May 17, 2021) (quoting William B. Rubenstein, 4 Newberg on Class Actions § 13:10 (5th ed. Supp. 2020)). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Smith*, 2010 WL 2401149, at *2.

The Court finds the Settlement satisfies the requirements of Rule 23(e) as well as the *Bennett* factors. The Court will address each factor in turn.

1. Rule 23(e)(2) Is Satisfied.

(i) Rule 23(e)(2)(A) - Adequacy of Representation

For the same reasons that led the Court to find Class Counsel adequate for purposes of preliminary Settlement Class certification, Class Counsel have adequately represented the Settlement Class’ interests for purposes of Preliminary Approval of the Settlement. Additionally,

as the Court has found for purposes of preliminary certification, Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class, demonstrating their adequacy. Plaintiffs have the same interest in the Settlement relief as do Settlement Class Members, and the absent Settlement Class Members have no diverging interests.

Accordingly, the first Rule 23(e)(2) factor weighs heavily in favor of granting Preliminary Approval because both Class Counsel and the Class Representatives have adequately represented the Settlement Class. *See Mednax*, 2024 WL 17477004 at *6.

(ii) Rule 23(e)(2)(B) - Arm's Length Negotiations

The Court finds the Settlement was reached in the absence of collusion and is the result of good faith, informed, and arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake. *Mednax*, 2024 WL 17477004 at *6. Before discussing a potential resolution, the Parties conducted thorough factual and legal investigation including significant pre-mediation discovery, allowing them to fully understand the claims, defenses, and risks of continued litigation. The Settlement was reached after extensive legal and factual investigation by the Parties, a full-day mediation assisted by a well-respected and experienced mediator, and weeks of additional negotiations to finalize the terms of the Agreement and ancillary documents. The Parties did not discuss attorneys' fees and costs until after they had agreed on all material Settlement terms.

For these reasons and those discussed related to attorneys' fees below, there was no fraud or collusion in arriving at the Settlement. *See Bennett*, 737 F.2d at 986. Accordingly, "[t]he fact that the Settlement was achieved through well-informed, arm's-length, and neutrally supervised negotiations weighs in favor of granting preliminary approval under Rule 23(e)(2)(B)." *Mednax*, 2024 WL 17477004 at *6.

(iii) Rule 23(e)(2)(C) - Adequacy of Settlement Relief

The Court finds, considering the likelihood of success at trial, the complexity, expense, and duration of the litigation, the relief provided is reasonable. While Plaintiffs believe the claims asserted in the Action are meritorious and the Settlement Class would ultimately prevail at trial, continued litigation against Defendant poses significant risks that make any recovery for the Settlement Class uncertain. “[D]ata breach class actions are risky cases.” *Mednax*, 2024 WL 17477004 at *7; *see also Fox v. Iowa Health Sys.*, No. 3:18-cv00327, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result . . . [they] are particularly risky, expensive, and complex.”); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (data breach class actions are “a risky field of litigation because [they] are uncertain and class certification is rare.”). And given the complexity of the claims and arguments here, a lengthy trial would likely be required before Settlement Class Members could recover. Maintaining class certification through trial “is another over-arching risk” as well. *Mednax*, 2024 WL 17477004 at *7. “Thus, through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all,” weighing heavily in favor of preliminary approval. *Id.*

Despite the risks involved with further litigation, the Settlement provides outstanding benefits, including Cash Payments and Credit Monitoring for all Settlement Class Members. *See Equifax*, 999 F.3d at 1273 (“Settlements also save the bench and bar time, money, and headaches”). All Settlement Class Members are given an equal opportunity to claim Settlement Class Member Benefits. Specifically, each Settlement Class Member has the option to be reimbursed for documented losses up to \$5,000.00, or they may elect to receive a flat cash payment in the estimated amount of \$100.00. Additionally, all California Settlement Class Members are equally

entitled to the same Californian Statutory Award in the estimated amount of \$100.00. In addition, all Settlement Class Members may elect two years of Credit Monitoring.

The Court further finds the Claim Process and distribution of Settlement Class Member Benefits to be fair, convenient, and effective. Settlement Class Members will promptly receive Cash Payments by electronic means or paper check issued by the Settlement Administrator and Credit Monitoring, if elected. The Settlement Administrator is highly qualified to manage the entire process. Thus, “[t]he method of distributing the settlement benefits will be equitable and effective.” *Mednax*, 2024 WL 17477004 at *7.

Furthermore, the attorneys’ fees do not impact the other terms of the Settlement. Class Counsel intend to request up to one-third of the Settlement Fund in attorneys’ fees, plus reimbursement of costs, to be paid from the Settlement Fund, subject to this Court’s approval. Class Counsel and Defendant negotiated and reached agreement regarding attorneys’ fees and costs only after reaching agreement on all other material Settlement terms. The Settlement, including disbursement of the Settlement Class Member Benefits, is not contingent on approval of the attorneys’ fee or costs award to Class Counsel. Finally, the Parties’ agreements are all in the Agreement.

The Court therefore finds Rule 23(e)(2)(C)’s requirements are met.

(iv) Bennett Factors

The Court further finds the relevant *Bennett* factors³ are satisfied. First, the benefits of settlement outweigh the risk of trial given the substantial relief that Settlement Class Members will be afforded, including guaranteed Cash Payments and Credit Monitoring. Second and third, the

³ The fifth *Bennett* factor—opposition to the Settlement, if any— cannot be discerned at this time because Notice has not yet been given to the Settlement Class. *See Mednax*, 2024 WL 17477004 at *7.

Settlement is within the range of possible recoveries and is fair, adequate, and reasonable. *See Burrows v. Purchasing Power, LLC*, No. 1:12-CV22800, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013) (considering the second and third *Bennett* factors together). Given the likelihood of Plaintiffs' success at trial and the range of possible damages that could be recovered, the Settlement provides fair recoveries. *See Equifax*, 999 F.3d at 1274.

Fourth, continued litigation would be lengthy and expensive. As noted above, data breach litigation is often difficult and complex. Although the Parties reached a Settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action, allowing Plaintiffs to have sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable settlement. *See, e.g., Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 694 (S.D. Fla. 2014) (approving settlement where parties settled relatively early with experienced counsel who had sufficient information to evaluate merits of the case, engaged in full-day mediation, and engaged in post-mediation discovery).

Accordingly, the Court finds the Settlement is fair, reasonable, and adequately protects the interests of the Settlement Class Members.

c. Appointment of Class Representatives and Class Counsel Is Appropriate.

For the reasons discussed above, the Court finds Plaintiffs have adequately represented the Settlement Class throughout this Action. The Court therefore designates and appoints Plaintiffs, as Class Representatives.

Rule 23(g)(1)(A)'s four factors for appointing class counsel for a certified class are: (1) "the work counsel has done in identifying or investigating potential claims in the action;" (2) "counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action;" (3) "counsel's knowledge of the applicable law;" and (4) "the resources

that counsel will commit to representing the class.” Federal Rule of Civil Procedure 23(g)(1)(A). The Court may also “consider any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class.”

The Court finds proposed Class Counsel have a reasonable amount of time, effort, and expense investigating the Data Incident and in litigating this Action. Further, it is clear from their track record of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. Therefore, for purposes of the Settlement only, and pursuant to Rule 23(g)(1), the Court appoints Mariya Weekes and Jeff Ostrow as Class Counsel to act on behalf of the Settlement Class with respect to the Settlement. They are experienced and competent counsel and will adequately protect the interests of the Settlement Class.

d. The Notice Program Is Sufficient.

Notice of a proposed settlement must be the “best notice practicable.” Fed. R. Civ. P. 23(c)(2)(B). The best notice practicable is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The Court finds the form, content, and method of giving notice to the Settlement Class as described in the Notice Program, including the forms of Postcard Notice, Long Form Notice, Settlement Website, Settlement telephone line for frequently asked questions, and Claim Form (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained

therein), and their rights under the proposed Settlement, including the right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Rule 23(h)(1) further requires that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.” The Notice Program satisfies the requirements of Rule 23(h)(1), as it notifies the Settlement Class that Class Counsel will apply to the Court for an award of attorneys’ fees of up to one third of the Settlement Fund, plus reimbursement of costs.

Accordingly, the Notice Program satisfies the requirements of Rule of Civil Procedure 23(c)(2)(B) and due process and is thus approved.

PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate; the Settlement Class should be certified for Settlement purposes; and the Notice Program satisfies the requirements of Rule 23 and due process. Accordingly, the Settlement is preliminarily approved.

a. Final Approval Hearing

The Court will hold a Final Approval Hearing for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund

is fair and reasonable and should be approved; (d) to determine whether the requested award of attorneys' fees and costs should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other virtual application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

The Court will defer ruling on attorneys' fees and costs until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees and Costs. Plaintiffs shall file their Motion for Final Approval no later than 45 days before the original Final Approval Hearing date. At the Final Approval Hearing, the Court will hear argument from the Parties, and in the Court's discretion, will also hear from any Settlement Class Members (or their counsel) who timely object to the Settlement or to the Application for Attorneys' Fees and Costs.

b. Appointment of Settlement Administrator

As agreed by the Parties, the Court appoints Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator to supervise and administer the Notice Program and Claims Process, as well as to administer the Settlement should the Court grant Final Approval. All Settlement Administration Costs will be paid out of the Settlement Fund.

c. Approval of Settlement Class Notice Program and Notice Forms

The Court approves, as to form and content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially in the forms attached as Exhibits 1-2 to the Agreement. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires. The date and time of the Final Approval Hearing shall

be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively, before they are emailed, mailed, or published.

d. Approval of Claim Form and Claims Process

The Court approves the Claim Form and the Claims Process to be implemented by the Settlement Administrator. The Claim Form, attached to the Agreement as Exhibit 3, is straightforward and easy to complete, allowing each Settlement Class Member to elect their desired Settlement Class Member Benefits. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement, including the Claim Form. Should the Court grant Final Approval to the Settlement, Settlement Class Members shall be bound by its terms even if they though do not submit Claims.

The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Defendant Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

e. Opt-Outs from the Settlement Class

The Notice shall provide that any member of the Settlement Class who wishes to opt-out of the Settlement must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the initial date set for the Final Approval Hearing. The opt-out request must be personally signed by the Settlement Class Member

and contain the Settlement Class Member's name, postal address, email address (if any), and telephone number; the name of this Action (*Owings, et al. v. Medusind, Inc. Case No: 1:25-CV-20117-RAR*); and a statement that indicates a desire to be excluded from the Settlement Class. The letter can simply say, "I hereby elect to opt out of the Settlement in *Owings, et al. v. Medusind, Inc. Case No: 1:25-CV-20117-RAR* class action." If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Any Settlement Class Member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

f. Objections to the Settlement

The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees and Costs. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator, Class Counsel, and Defendant's counsel. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the initial date set for the Final Approval Hearing. When submitted by mail, an

objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

The Parties' counsel may conduct limited discovery on any objector, including taking depositions and propounding document requests, prior to the Final Approval Hearing.

Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if final judgment is entered, shall forever be barred and foreclosed from raising such objections in any proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

g. Termination of the Settlement and Use of this Preliminary Approval Order

If the Settlement is not finally approved by the Court, or is terminated, canceled, or fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

h. Bar from Continued Claims

Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives' implementation of the Settlement and the approval

process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court’s decision as to whether to grant Final Approval of the Settlement.

i. Jurisdiction

For the benefit of the Settlement Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

j. Schedule

The Court hereby sets the following schedule of events in connection with the Settlement’s administration and Final Approval Hearing:

Event	Date
Notice Program Begins	No later than 20 days after Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2025, at _____ am/pm

SO ORDERED this _____ day of _____, 2025.

 HONORABLE RUDOLFO A. RUIZ II
 UNITED STATES DISTRICT JUDGE

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:25-cv-20117-RAR

ASHLEY OWINGS, ALEKSANDR
MITERIN, AILEMA GASCON, BARBARA
MASTEN, COURTNEY HOPPER,
ROBERT OWEN, JEANNE AUER,
JENNIFER CALDWELL-JOCK, and H.P.
through her guardian LAUREN G.
SAVENER, on behalf of themselves, and all
others similarly situated,

Plaintiffs,

v.

MEDUSIND, INC.,

Defendant.

**JOINT DECLARATION OF INTERIM CO-LEAD CLASS COUNSEL IN
SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT**

We, Jeff Ostrow and Mariya Weekes, declare as follows:

1. We are Interim Co-Lead Class Counsel of record for Plaintiffs¹ and proposed Class Counsel for the Settlement Class in the above-captioned Action. We submit this declaration in support of Plaintiffs' Motion for Preliminary Approval. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This Action arises from a Data Incident affecting Defendant's computer systems,

¹ The capitalized terms used herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.

which was detected on December 29, 2023. Defendant later confirmed the same day that cybercriminals accessed information stored on those systems.

3. On or about January 7, 2025, Defendant began notifying approximately 700,000 individuals whose Private Information may have been impacted by the Data Incident, including Plaintiffs and Settlement Class Members.

4. Before commencing litigation, Class Counsel investigated the potential claims against Defendants, interviewed potential plaintiffs, and gathered information regarding the Data Incident.

5. Details of the Action's procedural history and briefing on Defendant's Motion to Dismiss are outlined in the Agreement and Motion for Preliminary Approval.

6. Plaintiffs requested pre-mediation informal discovery from the Defendant. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

7. The information the Parties exchanged before mediation allowed Plaintiffs and Class Counsel to enter settlement negotiations with substantial information about the facts and merits of the legal claims. This information and the litigation efforts to date enabled Class Counsel to gain an understanding of the evidence related to central questions in the Action and preparing them for well-informed settlement negotiations.

8. On June 10, 2025, the Parties participated in a successful full-day private mediation in Philadelphia, before former federal magistrate and experienced class action mediator Hon. Diane Welsh (Ret.) with JAMS.

9. After notifying the Court of their settlement in principle, over the next five weeks, the Parties worked diligently to finalize the terms of the Settlement Agreement and ancillary

documents. The Agreement was executed on July 11, 2025, and the Parties' agreements are all in the Agreement. The Parties did not discuss attorneys' fees and costs until after they reached agreement on all material Settlement terms.

10. The terms were negotiated at arm's length, in good faith, and without collusion by capable and experienced counsel with full knowledge of the facts, the law, and the inherent risks in the Action, and with the Plaintiffs' and Defendant's active involvement.

11. Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context.

12. The Court previously considered the Class Counsel's significant experience in in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country, when it appointed them as Interim Co-Lead Class Counsel (ECF No. 6).

13. Class Counsel have devoted substantial time and resources to thoroughly investigate and analyze Plaintiffs' claims, and to vigorously prosecute this Action, which efforts will continue through and after Final Approval is granted. Class Counsel have litigated this Action, including evaluating the claims, preparing comprehensive pleadings, serving informal discovery, consulting with data security experts, responding to Defendant's Motion to Dismiss, complying with Court orders and requirements, and participating in a mediation that ultimately resulted in this Settlement. They then negotiated and drafted the Agreement, Notices, and Claim Forms. The Parties negotiated the form of the Notices and Claim Forms with the help of the Settlement Administrator.

14. The Settlement Class Member Benefits set forth in the Agreement are more than reasonable when compared to other data breach settlements when considering the type of

information at issue and the size of the Settlement Class. Settlement Class members may elect Cash Payment A – Documented Losses for reimbursement of documented losses up to \$5,000.00, or they may elect Cash Payment B – Alternate Cash in the estimated amount of \$100.00, and elect Credit Monitoring. California Settlement Subclass Members are entitled to Claim an additional estimated \$100.00.

15. Class Counsel are confident the Settlement warrants the Court's Preliminary Approval. Its terms are not only fair, reasonable, adequate, and in the best interests of the Settlement Class, but also are an extremely favorable result with substantial benefits.

16. Class Counsel and Defendant's Counsel have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed settlement fairly resolves their respective differences.

17. The risks, expense, complexity, and likely duration of further litigation support Preliminary Approval. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay.

18. Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this matter proceeded to trial. However, Class Counsel is also pragmatic and understand the legal uncertainties associated with continued litigation, which would be lengthy and expensive.

19. With *Forta* and *Mednax* as examples, data breach litigation is often difficult and complex. Recovery, if any, by any means other than settlement would require additional years of litigation and possibly appeals. Without the Settlement, the Parties faced the possibility of litigating this Action through the completion of fact discovery, class certification, expert discovery, summary judgment, trial, and appeals, which would be complex, time-consuming, and expensive. The Motion to Dismiss was fully briefed when the Parties settled. Continued litigation could have

impeded the successful prosecution of these claims at trial and in an eventual appeal – resulting in zero benefit to the Settlement Class. Further, since the Court had not yet certified a class at the time the Agreement was executed, it is unclear whether certification would have been granted. Briefing class certification would have required the Parties to expend significant resources.

20. Although the Parties entered into a Settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

21. Like all Settlement Class Members, Plaintiffs have claims against Defendant arising from the Data Incident that allegedly impacted their Private Information. Plaintiffs were similarly injured by Defendant's allegedly wrongful acts. Proof of Plaintiffs' claims would necessarily involve adjudicating the same issues of law and fact as the claims of the Settlement Class as a whole. Thus, Plaintiffs and the Settlement Class they seek to represent have the same interests in recovering damages. Further, Plaintiffs have also diligently and adequately prosecuted this action through Class Counsel by, among other things, reviewing filings, promptly providing documents and information to Class counsel, acting in the best interest of the Settlement Class, and accepting the classwide Settlement. Plaintiffs are committed to continue prosecuting this Action through Final Approval and protecting the interests of the Settlement Class.

22. Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests.

23. The Class Representatives have demonstrated their adequacy by (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and

development of the complaints; (iv) being available as needed throughout the litigation; and (v) monitoring the Action.

24. Class Counsel has devoted substantial time and resources to this Action, are qualified to represent the Settlement Class, and will, along with the Class Representatives, continue to vigorously protect the interests of the Settlement Class.

25. A class action is the superior method of adjudicating this case because individual actions would be impractical. The amount in dispute for each Settlement Class member is too small, the technical issues too complex, and the expert testimony and document review too costly. Further, individual claim prosecution would be prohibitively expensive, needlessly delay resolution, and may lead to inconsistent rulings.

26. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs and expenses. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs, which shall be paid from the Settlement Fund. Class Counsel will formally request attorneys' fees and costs through an Application for Attorneys' Fees and Costs that will be filed no less than 45 days before the initial scheduled Final Approval Hearing.

27. The Settlement is not contingent on approval of the requests for attorneys' fees and costs, and if the Court grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force.

28. The Released Claims discharged against the Released Parties in the Agreement are narrowly tailored and are only claims arising out of or relating to the Data Incident.

29. With the Court's approval, the Parties agree to use Epiq Class Action & Claims Solutions, Inc. for purposes of disseminating Notice and administering the Settlement. Epiq is a

well-respected and reputable third-party administrator that was mutually selected by the Parties and has long history of successful class action administrations, including for data breach class action settlements. Epiq is highly qualified to manage the entire settlement administration process. Class Counsel will oversee Epiq.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct of my own personal knowledge. Executed in Florida on July 11, 2025.

/s/ Jeff Ostrow
Jeff Ostrow

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct of my own personal knowledge. Executed in Florida on July 11, 2025.

/s/ Mariya Weekes
Mariya Weekes