

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiffs Sandro Lomedico (“Lomedico”) and Kevin J. Niblock (“Niblock” and together with Lomedico, “Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendant MarineMax, Inc. and its subsidiaries Newcoast Insurance Services, LLC, MarineMax East, Inc., and Newcoast Financial Services, LLC (collectively referred herein as “MarineMax”) on the other hand. The Settlement Class Representatives and MarineMax are referred to collectively as the “Parties” or individually as a “Party.”

### RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

**WHEREAS**, on July 29, 2024, Lomedico, on behalf of himself and similarly situated individuals, filed a putative class action complaint against MarineMax, Inc. in the Middle District of Florida, Tampa Division, Case No. 8:24-cv-01784 (the “Lomedico Action”).

**WHEREAS**, on August 20, 2024, Niblock, on behalf of himself and similarly situated individuals, filed a putative class action complaint against MarineMax, Inc. in the Middle District of Florida, Tampa Division, Case No. 8:24-cv-01955 (the “Niblock Action”).

**WHEREAS**, the Lomedico Action and the Niblock Action were consolidated in Case No. 8:24-cv-01784, and on October 1, 2024, Lomedico and Niblock filed a Consolidated Complaint, on behalf of themselves and similarly situated individuals, against MarineMax, Inc. (the “Consolidated Action”).

**WHEREAS**, the Consolidated Action alleges various claims against MarineMax arising from the unauthorized access to MarineMax’s data environment in and around March 2024 (the “Data Incident”).

**WHEREAS**, MarineMax denies all allegations of wrongdoing in the Consolidated Action, and denies that either Plaintiffs or any putative class member is entitled to any form of damages or relief based on the conduct alleged in the Consolidated Action; but, the Parties nonetheless have concluded that it is in their best interests to avoid the further time, expense, burden, and uncertainty of litigation by resolving their disagreements and disputes on the terms set forth herein.

**WHEREAS**, the Parties engaged in an informal exchange of information under Federal Rule of Evidence 408 and, as a result of the Parties’ investigation and consideration of the facts underlying the Consolidated Action, and to avoid the expense, inconvenience, and burden of further litigation, the Parties have agreed to a settlement of their dispute as set forth herein with no admission of liability whatsoever by any Party. The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class (as defined below).

**WHEREAS**, Settlement Class Counsel (as defined below) and the Settlement Class Representatives believe that the Consolidated Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Taking all of the above into account, Settlement Class Counsel and the Settlement Class Representatives have concluded based upon their independent investigation and information provided by MarineMax that this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

**WHEREAS**, MarineMax estimates based upon its records that there are approximately 123,494 Settlement Class Members (as defined below); however, the Parties agree that this total population size is merely an estimate and any change within 5% (five percent) of this estimated total population size does not change the Gross Settlement Account (as defined below).

### **AGREEMENT**

**NOW, THEREFORE**, in light of the foregoing, and in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, subject to approval by the Court, as follows:

1. **Additional Definitions**

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) “Authorized Claimants” means those Settlement Class Members who submit a valid and timely Claim Form (as defined below), as well as Settlement Class Members who cure their invalid or deficient Claim Form, and who are entitled to a Settlement Payment (as defined below) from the Net Settlement Fund (as defined below).

(b) “CAFA Notice” refers to any notifications required to be made pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.A. § 1715.

(c) “Claim Form” is the hard-copy or electronic form, substantially in the form of **Exhibit A** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below) to be eligible for reimbursement of Actual Identity Theft Losses and/or Out-of-Pocket Expenses and entitled to Credit Monitoring and/or a pro rata portion of the Net Settlement Fund under the terms of this Agreement.

(d) “Claim Form Deadline” shall be 90 calendar days after the Notice Deadline and is the last day by which a Claim Form may be submitted to the Claims Administrator for a Settlement Class member to be eligible for a Settlement Payment.

(e) “Claims Administrator” or “Kroll” refers to Kroll Settlement Administration, which the Parties have agreed will be responsible for the administration of this Class Action Settlement as described herein. As a condition of its appointment as Claims Administrator, Kroll shall use any Settlement Class Member information provided by either Settlement Class Counsel

or MarineMax solely to carry out its duties as Claims Administrator under this Settlement Agreement.

(f) “Claims Period” refers to the time period an Authorized Claimant may submit a Claim Form. The period shall last 90 calendar days and begin on the Notice Deadline.

(g) “Class Action Settlement” refers to the settlement of the claims brought by the Settlement Class Representatives and Settlement Class Members which is embodied in this Agreement.

(h) A “Class Member Contact List” will be supplied by MarineMax that compiles the identifying information, including mailing address, to the extent that information is available, associated with the persons identified by MarineMax as Settlement Class Members (as defined below).

(i) “Credit Monitoring” means up to three years of credit monitoring that Authorized Claimants may elect under Section 3.7.

(j) “Defense Counsel” refers to Shardul Desai, Brandon White, and Jessica Kramer of Holland & Knight LLP.

(k) “Electronic Services” are services such as PayPal, Venmo, and other similar services agreed to by the Parties and Claims Administrator, that Settlement Class Members may elect to use to receive their Settlement Payment.

(l) “Exclusion Deadline” shall mean the date 60 days after the Notice Deadline by which all opt-out requests must be postmarked or delivered.

(m) “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 Attorney’s fees and Costs.

(n) “Final Approval Order and Judgment” shall mean the final order and judgment, or substantively similar order, entered by the Court in this Consolidated Action upon final approval of this Class Action Settlement (as defined below). The Final Approval Order and Judgment shall not be entered if any Party terminates this Agreement under the terms set forth herein. The settlement embodied in this Agreement shall become effective on the Settlement Effective Date (as defined below).

(o) “Gross Settlement Amount” shall equal \$1,018,825.50 and is the amount MarineMax agrees to fund in order to pay all claims, settlement administration costs, attorneys’ fees and costs, and any other expenses associated with the Class Action Settlement. In no event will MarineMax be required to pay more than \$1,018,825.50.

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

(q) “Material Modification” is a modification or addition that a reasonable person in that Party’s position would find to constitute a substantive change that, if known at the time the Agreement was entered into, would have affected that Party’s decision regarding whether to enter into the Agreement. By way of a non-exclusive example, such modification includes, but is not limited to, any change in the amount that will be paid by MarineMax.

(r) “Net Settlement Fund” are the funds allocated to pay the claims of Authorized Claimants and excludes the amounts outlined in Section 3.3.

(s) “Notice Program” means the method provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

(t) “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

(u) “Notice Letter” means the Notice of Data Incident sent by MarineMax, Inc. and/or Newcoast to Plaintiffs and Settlement Class Members on or about July 16, 2024.

(v) “Objection Deadline” shall mean the date 60 days after the Notice Deadline by which all objections must be filed with the Court and served on Defense Counsel and Settlement Class Counsel.

(w) “Payment Void Date” is the deadline Settlement Payments sent via check or Electronic Services must be cashed, deposited, or transferred to a valid electronic account, which is 90 calendar days after the Claims Administrator issues Settlement Payments to Authorized Claimants.

(x) “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit B**, that the Claims Administrator shall disseminate to the Settlement Class by mail.

(y) “Settlement Class” or “Settlement Class Members” means all natural persons residing in the United States who received a Notice Letter from MarineMax, Inc. or Newcoast as a result of the Data Incident. Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any judicial officer to whom this case is assigned, and persons who validly opt out of the settlement by following the procedures set forth herein.<sup>1</sup>

(z) “Settlement Class Counsel” refers to Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC and Brittany Resch of Strauss Borrelli, PLLC.

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<sup>1</sup> The Settlement Class definition is agreed to for settlement purposes only and does not represent an agreement or concession by the Parties as to any of the causes of action alleged in the Consolidated Action, at the class certification stage, trial, or otherwise.

(aa) “Settlement Class Notice” means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the motion for preliminary approval.

(bb) “Settlement Effective Date” means the later of entry of the Final Approval Order and Judgment and (a) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (b) an appeal has been filed and either (i) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (ii) the Final Approval Order and Judgment has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this Agreement, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind.

(cc) “Settlement Payment” means the portion of the Net Settlement Fund paid to each Authorized Claimant in order settle his or her claim made against MarineMax.

(dd) “Settlement Website” means the website created by the Claims Administrator that sets forth a summary of the terms of the settlement; the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator’s business name, address, a toll-free telephone number, and e-mail address); a set of Frequently Asked Questions and corresponding answers; instructions on how to submit a Claim Form (both electronically and by mail) and the deadline to do so; and instructions on how to object to and opt out of the Class Action Settlement and the deadline to do so.

(ee) “Supplemental Payment” refers to the amount distributed to each Authorized Claimant if sufficient money remains in the Net Settlement Fund after the Payment Void Date. A Supplemental Payment shall be provided if there are sufficient funds such that each Authorized Claimant entitled to receive a Supplemental Payment will receive at least \$5.00.

(ff) “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 Claims Administrator. The Claims 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 Claims Administrator’s notice of deficiency may result in a determination that the Claim is not a Valid Claim.

## 2. Certification of Settlement Class and Approval of the Settlement

2.1 As soon as practicable after this Agreement is signed by all Parties, the Settlement Class Representatives shall move for an order provisionally certifying the Settlement Class (for settlement purposes only) and preliminarily approving the settlement embodied by this

Agreement. The motion shall request that the Court (a) preliminarily approve this Agreement as being fair, adequate and reasonable, and falling within the range of possible final approval; (b) stay all proceedings in the Consolidated Action until the Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiffs as Settlement Class Representatives for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set a mutually agreeable date and time of the final approval hearing. Settlement Class Counsel shall prepare initial drafts of the motion for preliminary approval and supporting documents and provide those drafts to Defense Counsel for their review before filing, and MarineMax shall have the option to file its own brief statement of non-opposition in support. The Parties agree that the Court may make preliminary findings and enter an order conditionally certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order and Judgment.

2.2 Within ten (10) days after the Court enters an order preliminarily approving the settlement embodied in this Agreement, the Claims Administrator shall provide CAFA Notice as directed by that statute.

2.3 No later than 45 calendar days after the Notice Deadline, Settlement Class Counsel shall file their motion for an award of attorneys' fees, litigation costs, and administration costs. Settlement Class Counsel's motion for attorneys' fees, as well as all supporting papers, shall be provided to Settlement Class Members upon request and will be posted to the Settlement Website.

2.4 No later than 15 calendar days prior to the original date of the Final Approval Hearing, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment. Settlement Class Counsel shall file with their final approval motion papers a complete list of all Settlement Class Members who validly and timely have excluded themselves as of the filing date from the Settlement Class. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least seven (7) business days before filing, and MarineMax shall have the option to file its own brief statement of non-opposition in support. Settlement Class Counsel's motion for final approval, as well as all supporting papers, shall be provided to Settlement Class Members upon request and will be posted to the Settlement Website.

2.5 The Parties shall take all necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections and obtaining any further orders from the Court as may be necessary. At the time of the final approval hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court immediately execute and enter a Final Approval Order and a Judgment. The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

2.6 MarineMax does not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and disputes that any class should or could be

certified for any other purpose. If the Court does not approve this Class Action Settlement, either preliminarily or finally, or if the Agreement otherwise terminates, and the Parties cannot otherwise reach an amended agreement that satisfies the Court, (i) this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions will be vacated; (iii) any documents or information exchanged during the settlement discussions shall be returned, deleted or destroyed; and (iv) no term or draft of this Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation (including without limitation any declarations and briefs filed in support of the motions for preliminary or final approval) will have any effect or be admissible into evidence for any purpose in this Consolidated Action or any other proceeding. If the Court proposes Material Modifications of, or additions to, this Agreement or its exhibits, the Parties each agree to exercise their judgment in good faith to attempt to reach agreement on the Court's proposed modifications of, or additions to, this Agreement or its exhibits.

### 3. Settlement Payments and Procedures

3.1 MarineMax, through its insurer, agrees to fund the Gross Settlement Amount. All notice and administration costs and expenses, any attorneys' fees and expenses awarded to Settlement Class Counsel shall be paid from the Gross Settlement Amount. In no event shall MarineMax or any of the other Released Parties be required to make any payment in excess of the Gross Settlement Amount for any cause or reason whatsoever. No later than 14 calendar days after the Court enters the order granting preliminary approval, MarineMax, through its insurer, shall deposit with the Claims Administrator the estimated amount (no more than \$150,000.00) necessary to pay for the notice program described below in Section 6. Within 21 calendar days of the Settlement Effective Date, MarineMax, through its insurer, shall fund the remainder of the Gross Settlement Amount (i.e., \$1,018,825.50 less the amount previously paid for notice-related costs). The Gross Settlement Amount, and any parts thereof, shall be deposited by the Claims Administrator into one or more FDIC-insured institutions in an account or accounts to be opened and maintained by the Claims Administrator at banks that have passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain those accounts and allow withdrawals from those accounts only if those withdrawals are consistent with the terms of this Agreement and any orders of the Court. The Claims Administrator may use the funds deposited after preliminary approval is granted to cover the preparation and mailing of the Settlement Class Notice (including performing address searches, updates and verifications prior to the first mailing and a single address follow up on any returned mail), and setting up the Settlement Website.

3.2 Settlement Class Counsel shall have the right to make a motion for attorneys' fees of no more than one-third of the of the Gross Settlement Amount (\$339,268.90) and actual out-of-pocket costs, currently estimated not to exceed \$10,000.00, to be paid from the Gross Settlement Amount. MarineMax will not oppose any motion by Settlement Class Counsel for an award of attorneys' fees and costs, provided it does not exceed \$349,268.90. MarineMax agrees that it has no right to appeal the amount of any award of attorneys' fees or costs, so long as the amounts awarded do not exceed a total of \$349,268.90. MarineMax shall not be liable for any payment to Settlement Class Counsel other than the above-described award of attorneys' fees and costs to be paid out of the Gross Settlement Amount regardless of any potential objection or appeal. A reduction by the Court or by an appellate court of the attorneys' fees and costs awarded to Settlement Class Counsel will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement. The Claims

Administrator shall pay attorneys' fees and costs, as approved by the Court, to Settlement Class Counsel within 28 calendar days of the Settlement Effective Date.

3.3 The following amounts shall be subtracted from the Gross Settlement Amount to arrive at the amount of the "Net Settlement Fund": (1) Notice and administrative costs; (2) attorneys' fees and litigation costs as awarded to Settlement Class Counsel, up to a maximum of \$339,268.90; and costs as awarded by the Court to Settlement Class Counsel and estimated not to exceed \$10,000.00. The entire Net Settlement Fund shall be allocated to pay the approved claims of Authorized Claimants.

3.4 Settlement Class Members are eligible to collect for one or more of the below settlement benefits in Sections 3.5-3.9, but none of whom may collect more than once, even if they originally received more than one notice of the Data Incident, except that a legal guardian for a Class Member who is under the age of eighteen (18) at the time of the claim submission may submit a Claim Form seeking any applicable benefits under the settlement for each Class Member for whom they are a legal guardian.

3.5 Authorized Claimants will be able to submit a claim for reimbursement for actual identity fraud losses ("Actual Identity Theft Losses") reasonably traceable to the Data Incident of up to \$5,000 per individual Authorized Claimant. To claim this benefit, Authorized Claimant will be required to provide documentation, and affirm under penalty of perjury that the Claimant reasonably believes the claimed Actual Identity Theft Losses are the result of the Data Incident. Approved claims for Actual Identity Theft Losses shall be deducted by the Settlement Administrator from the Net Settlement Fund.

3.6 Authorized Claimants will be able to submit a claim for reimbursement for out-of-pocket losses, including, without limitations, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. ("Out-of-Pocket Expenses") reasonably traceable to the Data Incident of up to \$2,000 per individual Authorized Claimant. To claim this benefit, Authorized Claimant will be required to provide documentation, and affirm under penalty of perjury that the Claimant reasonably believes that the Out-of-Pocket Expenses are the result of the Data Incident. Approved claims for Out-of-Pocket Expenses shall be deducted by the Settlement Administrator from the Net Settlement Fund.

3.7 Authorized Claimants who did not elect to receive 2-years of credit monitoring and identity theft protection previously offered by Defendant in the notice letter sent to Settlement Class Member in connection with the Data Incident may elect up to three years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully-managed identity recovery services. Authorized Claimants who did elect to receive 2-years of credit monitoring and identity theft protection previously offered by Defendant in the notice letter sent to Settlement Class Member in connection with the Data Incident may elect up to an additional year of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully-

managed identity recovery services. The costs of Credit Monitoring for approved claims shall be deducted by the Settlement Administrator from the Net Settlement Fund.

3.8 Authorized Claimants shall be entitled to a *pro rata* share (“Cash Payment”) of the Net Settlement Fund remaining after the Actual Identity Theft Losses, Out-of-Pocket Expenses, and Credit Monitoring are deducted from the Net Settlement Fund. For purposes of calculating the *pro rata Cash Payment*, the Claims Administrator must distribute the funds in the Net Settlement Fund first for Actual Identity Theft Losses, then for Out-of-Pocket Expenses, then for payment of Credit Monitoring, and then for Cash Payments. Any *pro rata* Cash Payments will be on an equal percentage basis, and is subject to a per person cap of \$500. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. No later than 45 days after the Settlement Effective Date, the Claims Administrator shall issue Settlement Payments to Authorized Claimants in the method requested (via check or Electronic Service). All Settlement Payments must be cashed, deposited, or transferred to a valid Electronic Service account by the Payment Void Date.

3.9 If any funds remain in the Net Settlement Fund after Authorized Claimants have been paid for all approved claims for Actual Identity Theft Losses, Out-of-Pocket Expenses, and Credit Monitoring and any *pro rata* Cash Payments have been made, or from Settlement Payments not cashed, deposited, or transferred to a valid Electronic Service account by the Payment Void Date, any remaining amount of the Net Settlement Fund shall be used to make a *pro rata* Supplemental Payment to each Authorized Claimant subject to a per person cap of \$100. If there are not enough funds to pay each Authorized Claimant entitled to a Supplemental Payment at least \$5.00 (or there is still money left in the Net Settlement Fund after the Supplemental Payment is made), then the remaining amount of the Net Settlement Fund shall be paid to Habitat for Humanity Tampa Bay Gulfside provided such funds may not be used to fund litigation, or as otherwise ordered by the Court.

3.10 The Gross Settlement Amount is a compromise of the Settlement Class Representatives’ claims that they and the Settlement Class Members have been injured and that they are entitled to recover damages. MarineMax denies the validity of the Settlement Class Members’ claims and that they have been injured or are entitled to recover any damages. Thus, the Gross Settlement Amount is not, and cannot be characterized as, a penalty or a fine.

3.11 If final approval is granted and not reversed by writ or appeal, MarineMax has no reversionary interest in any amount of the Gross Settlement Amount, and the entire Net Settlement Fund must be paid out to Authorized Claimants and, if required by Section 3.9 above, to the Habitat for Humanity Tampa Bay Gulfside, or as otherwise ordered by the Court.

#### 4. Claims Administration

4.1 The Claims Administrator shall administer the process of notifying the Settlement Class by effectuating the Notice Program; receiving, processing and paying claims, Settlement Class Counsel’s approved attorneys’ fees and costs; opening and maintaining bank accounts and maintaining the Gross Settlement Amount and Net Settlement Fund; complying with all tax-reporting obligations such as issuing and mailing to Settlement Class Members any

necessary United States Internal Revenue Service 1099 Forms; obtaining any necessary information from Settlement Class Counsel, the Settlement Class Representatives, and Authorized Claimants for tax reporting purposes; and carrying out any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing. The Claims Administrator shall ensure that the information that it receives from the Parties, their Counsel and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of that information from third parties, as described in Section 7.

4.2 As support for the motion for final approval, the Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel confirming that the Claims Administrator provided the Settlement Class with notice in accordance with the Court's preliminary approval order and any subsequent orders the Court might make as to the notice to be provided the Settlement Class, along with a list of all Settlement Class Members who submitted timely and valid requests for exclusion, as described in Section 10 of this Agreement.

## 5. Nullification & Severability

5.1 If any immaterial provision of this Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

5.2 In the event that, for any reason, final distribution of the settlement amounts does not occur (for example, because this Agreement and/or the Final Approval Order and Judgment is modified or reversed on appeal) (a "Triggering Event"), the entire Gross Settlement Amount, less any costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement up through the Triggering Event, shall be returned to MarineMax within 10 business days of the Triggering Event.

## 6. Settlement Class Notice

6.1 The Class Member Contact List shall be compiled and provided to the Claims Administrator no later than seven (7) calendar days after entry of the Court's order preliminarily approving the Class Action Settlement.

6.2 Before the Notice Deadline, the Claims Administrator shall do the following: (1) run database searches in an effort to confirm the names and mailing addresses associated with Settlement Class Members as provided by MarineMax; and (2) run all mailing addresses through the United States Postal Service National Change of Address (or comparable) database to update the information.

6.3 No later than 30 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement (the "Notice Deadline"), the Claims Administrator shall send Postcard Notice (substantially in the form of **Exhibit B**) by regular mail for each person on the Class Member Contact List for whom a mailing address can be located. The Postcard Notice will consist of a double post card with a tear off claim form included and a QR code that Class Settlement Members can scan to link directly to the Claim Form on the Settlement Website. If any Postcard Notice is returned as undeliverable, the Claims Administrator will perform a skip-trace

and/or other customary address searches in an attempt to locate a valid address and, if a new mailing address is obtained, re-mail the Postcard Notice to that updated mailing address. MarineMax has mailing addresses for approximately 95% of Settlement Class Members.

6.4 The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Exclusion Deadline for individuals in the Settlement Class to exclude themselves from the Settlement Class; the last day of the Objection Period 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. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice 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.

6.5 Not later than 45 calendar days before the close of the Claims Period, the Claims Administrator shall contact Settlement Class Counsel and Defense Counsel with the number of claims that have been submitted for their joint determination of whether sending a reminder notice to the Settlement Class Members will be beneficial. If Settlement Class Counsel and Defense Counsel jointly determine that sending a reminder notice will be beneficial, the Parties will meet and confer on the appropriate language and direct the Claims Administrator to send the reminder once to Settlement Class Members who have not yet submitted a claim or requested exclusion from the Settlement Class.

6.6 By the Notice Deadline, the Claims Administrator shall publish the Settlement Website and toll-free telephone number. At the time of publication, the Settlement Website shall provide, free of charge, a viewable, printable, and downloadable copy, in PDF file format, of each of the following documents: the Court's order preliminarily approving the Class Action Settlement; the Claim Form (**Exhibit A**); and the long-form Settlement Class Notice (substantially in the form of **Exhibit C**). The Settlement Website shall be updated to include the date, time, and location of the Final Approval Hearing, and Plaintiffs' motion for final approval and motion for attorneys' fees and costs, and all supporting papers. At the time of publication, the toll-free telephone number will include general information about the settlement, including reference to the Settlement Website, how to submit a claim, important deadlines, and other Frequently Asked Questions. The Settlement Website and toll-free telephone number shall remain active for seven (7) calendar days after the Payment Void Date and shall be made non-operational on the 8th day after the Payment Void Date. Defense Counsel and Settlement Class Counsel shall have the right to review and approve the Settlement Website and the information relayed on the toll-free telephone number, including content, not less than seven (7) calendar days before they go live.

6.7 Unless otherwise required by the Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel, or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

6.8 The Parties agree that the Settlement Class Notice Program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out and objecting to this Agreement, and the date of the Final Approval Hearing as set by the Court.

7. Data Protection

Settlement Class Representatives, Settlement Class Counsel, and the Claims Administrator shall not use the above-described identifying Settlement Class Member information for any purpose other than identifying and providing notice to Settlement Class Members pursuant to this Agreement and for communications with Settlement Class Members concerning their claims and/or other aspects of the settlement and their interest in the settlement. Settlement Class Representatives, Settlement Class Counsel, and the Claims Administrator shall ensure that the information that it receives from MarineMax, Defense Counsel, and/or Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of MarineMax as well as applicable law. Except as specifically provided in this Agreement and as necessary for Settlement Class Counsel to meet its duties to Settlement Class Members, the Claims Administrator shall not disclose or disseminate any information that it receives from MarineMax, including but not limited to MarineMax's customer information, to anyone without the prior written consent of MarineMax.

8. Submission of Claims

8.1 In order to receive a share of the Net Settlement Fund, a Settlement Class Member must complete and timely submit a Claim Form, and that Claim Form must be validated by the Claims Administrator. Claim Forms must be postmarked or received electronically no later than 90 calendar days after the Notice Deadline (*i.e.*, the Claim Form Deadline). Unless otherwise ordered by the Court or agreed upon by the Parties, any Claim Form that is postmarked or received electronically after the Claim Form Deadline shall be rejected.

8.2 To help protect against fraudulent claims, the QR code to the Claim Form contained in the Postcard Notice will be unique for each Class Member. Settlement Class Members who submit an online Claim Form without using the QR code (*i.e.*, by visiting the settlement website) will be required to provide a unique code, which shall appear on their Postcard Notice, and which shall also be pre-populated on the Postcard Notice tear off Claim Form. Settlement Class Members also may obtain their required code by contacting the Claims Administrator by telephone or email, as described in the notices and as posted on the Settlement Website.

8.3 The Claims Administrator will develop and post an online version of the Claim Form that may be certified and submitted electronically. If a Settlement Class Member fails to properly complete or electronically sign the Claim Form, they will be automatically notified that they need to complete or electronically sign the Claim Form for the Claim Form to be submitted. Upon completion of the electronic Claim Form, the Settlement Class Member will be asked to elect to receive their Settlement Payment via Electronic Services or mailed check, and to verify or provide such information as is reasonably necessary to process the Settlement Payment accordingly.

8.4 The Claims Administrator will use adequate and customary procedures and standards to determine whether a Claim Form meets the requirements set forth in this Settlement Agreement, to prevent the payment of duplicate or fraudulent claims, and to pay only valid and eligible claims. Each Claim Form shall be submitted to, and reviewed by, the Claims Administrator, who shall determine if each claim shall be allowed. The Claims Administrator will use all reasonable efforts and means to pay only valid and eligible claims, and to prevent the payment of duplicative or fraudulent claims, including, without limitation, indexing all payments to be made to Settlement Class Members, and meeting and conferring with Class Counsel and Defense Counsel as necessary.

8.5 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 Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. If any Settlement Class Member submits a deficient Claim Form, the Claims Administrator shall promptly provide a notice to that Settlement Class Member informing him or her of the deficiency and that he or she has 15 calendar days to cure the deficiency. A Claim Form is deficient if it deviates from the instructions embodied in the Claim Form. The Claims Administrator shall keep Settlement Class Counsel and Defense Counsel apprised of invalid Claims and those that have been timely cured, as well as any disputes that arise, which Settlement Class Counsel and Defense Counsel shall work in good faith to resolve. If, after attempting in good faith to resolve a disputed claim and counsel are unable to do so, either Party may bring the matter to the Court for resolution. If a deficiency is not timely cured, the Settlement Class Member who submitted the deficient Claim Form shall not receive any portion of the Net Settlement Fund but shall remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Consolidated Action are determined by the Court's Final Approval Order and Judgment and by the other rulings in the Consolidated Action. Thus, that Settlement Class Member's rights to pursue any claims covered by the Consolidated Action shall be extinguished.

8.6 Unless the Parties otherwise agree or the Court directs, only Authorized Claimants will receive a Settlement Payment under this Agreement.

8.7 Any Settlement Class Member who fails to submit a timely and valid Claim Form or fails to submit in writing a timely request for exclusion per Section 10 shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Consolidated Action will be finally adjudicated by the Final Approval Order and Judgment. That Settlement Class Member's rights to pursue recovery from the Net Settlement Fund or otherwise will be extinguished.

## 9. Objections to the Settlement

9.1 Settlement Class Members will have until 60 calendar days after the Notice Deadline to object to the Settlement (*i.e.*, the Objection Deadline). Each objection must include:

- 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, 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 5 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 5 years;
- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

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

9.3 Objections must be filed with the Court and served by first class mail on Defense Counsel and Settlement Class Counsel by the Objection Deadline.

9.4 Settlement Class Counsel shall be entitled to file a response to any objections no later than 14 days before the Final Approval Hearing.

## 10. Exclusion from the Settlement Class

10.1 Settlement Class Members will have until 60 calendar days after the Notice Deadline to exclude themselves from the Settlement Class (*i.e.*, the Exclusion Deadline) by sending a signed letter by first class mail to the Claims Administrator containing: (1) the title of the Consolidated Action; (2) the full name, address, telephone number, and email address of the person requesting exclusion; and (3) a statement that he or she requests exclusion from the Settlement Class. Settlement Class Members who timely opt out of the Class Action Settlement shall: (a) have no right to receive any benefits from the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or to be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class

Members. Each letter must be signed by the Settlement Class Member who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked by the Exclusion Deadline. The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark. No later than 10 calendar days after the Exclusion Deadline, the Claims Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of the Settlement Class Members who have validly opted out of the Settlement Class. Settlement Class Members cannot both object to and opt out of this settlement. Any Settlement Class Member who attempts to both object to and opt out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement set forth in this Agreement or any of its terms. If a Class Member returns both a valid and timely Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

10.2 Notwithstanding anything else in this Agreement, if more than 3% of the Settlement Class Members opt out, MarineMax shall have the unilateral option to terminate this Agreement at their sole discretion and this Agreement shall be null and void and this settlement of no force and effect as described in Section 2.6 above. If MarineMax so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 calendar days after receiving the list of Settlement Class Members who have requested exclusion from the Settlement Class as described above. If MarineMax terminates the Agreement under this provision, MarineMax shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator to that date for work performed in connection with this Agreement.

#### 11. Compensating Authorized Claimants

11.1 No later than 45 calendar days after the Settlement Effective Date, the Claims Administrator shall distribute proceeds from the Net Settlement Fund to each Authorized Claimant by way of a check or Electronic Services. No Authorized Claimant shall have any ownership right to the funds represented by the Settlement Payment unless and until it is cashed, negotiated, deposited, or transferred to a valid Electronic Service account. The Claims Administrator will advise Authorized Claimants that they should consult their own tax advisors regarding the tax consequences of the Settlement Payment. If any check is returned to the Claims Administrator as undeliverable, the Claims Administrator will attempt to contact the Authorized Claimant by telephone or email or perform a skip trace to locate a current address and re-mail the check. Any Settlement Payment not cashed, deposited, negotiated, or transferred to a valid Electronic Service account before the Payment Void Date shall be deemed void, and Authorized Claimants with void Settlement Payments shall not be entitled to receive any payment under this Agreement. Any Authorized Claimant whose Settlement Payment is deemed void nonetheless will have released any claims as provided in Section 13 of this Agreement. The funds represented by the face value (money amount) of all Settlement Payments that are deemed void shall be distributed as outlined in Section 3.9, or as otherwise ordered by the Court.

11.2 The Parties expect that the Claims Administrator shall make all disbursements from the Gross Settlement Amount and otherwise manage the Gross Settlement Amount. Additionally, the Claims Administrator will communicate with Settlement Class Counsel

and Defense Counsel on a regular basis regarding distributions and any issues arising from those distributions.

12. Distribution of Remainder

After all authorized payments to the Claims Administrator, Authorized Claimants, Settlement Class Counsel, and the Settlement Class Representatives have been made as described herein, and no sooner than 150 calendar days after the Settlement Effective Date, any remaining portion of the Gross Settlement Amount shall be delivered by the Claims Administrator to Habitat for Humanity Tampa Bay Gulfside, if so provided in the Final Approval Order and Judgment or, if not so provided, otherwise distributed in accordance with the Final Approval Order and Judgment.

13. Release

13.1 Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever released, relinquished, and discharged MarineMax,<sup>2</sup> and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and its respective present and former directors, officers, employees, managers, agents, insurers, reinsurers, co-insurers, shareholders, members, attorneys, advisors, consultants, trustees, representatives, affiliates, third-party vendors and contractors, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the “Released Parties”) from any and all liabilities, claims, causes of action, charges, complaints, lawsuits, arbitrations, disputes, issues, contracts, reimbursements, obligations, damages (whether actual, compensatory, statutory, punitive, consequential, special, or of any other type), penalties, costs, attorneys’ fees, losses, equitable relief, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, fixed or contingent, foreseen or unforeseen, fixed or contingent, direct or derivative, matured or unmatured, choate or inchoate, accrued or unaccrued, that were or reasonably could have been asserted based on Data Incident and/or the factual allegations contained in the Consolidated Action relating to or arising out of the Data Incident (collectively, the “Released Claims”). Nothing herein shall be construed as a waiver or release by MarineMax of claims against any third parties.

13.2 By operation of this Agreement and the entry of the Final Approval Order and Judgment, and with regard to the Released Claims only, the Settlement Class Representatives and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agree to and do waive, in connection with the Released Claims only, any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by any law that is intended to prevent unknown claims from being released

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<sup>2</sup> As recognized in the first paragraph of this Agreement, Marine Max refers to MarineMax, Inc. and its subsidiaries Newcoast Insurance Services, LLC, MarineMax East, Inc., and Newcoast Financial Services, LLC.

including section 1542 of the California Civil Code (“Section 1542”) and any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

*Certain Claims Not Affected by General Release: A general release does not extend to claims which the creditor [or releasing party] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor [or released party].*

Each Settlement Class Representative and each Settlement Class Member, expressly acknowledges waiving, to the extent permitted by law, and hereby waives, in connection with and relating only to the Released Claims, all claims known or unknown and all rights under any laws that are intended to prevent unknown claims from being released, including the protections of Section 1542.

13.3 Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment, shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

14. Retention of Jurisdiction

The Parties agree that should the Court grant final approval of the Class Action Settlement and enter a Final Approval Order and Judgment, the Final Approval Order and Judgment shall include a provision for the retention of the Court’s jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order and Judgment.

15. No Admission of Liability

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Consolidated Action is appropriate for class treatment for any purpose other than this Agreement.

15.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by the Settlement Class Representatives, Settlement Class Members, or Settlement Class Counsel, in the

Consolidated Action or in any other civil, criminal, and/or administrative proceeding in any court or before any tribunal, administrative agency, or in any other proceeding.

16. Collateral Attack and Preclusive Effect

16.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form, or claims disputing the calculation of any Settlement Class Member's individual settlement amount.

16.2 Except as provided herein, neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Consolidated Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

16.3 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 which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal, and this Agreement shall be admissible for such purposes.

17. Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for MarineMax to provide the Claims Administrator with Class Member List	7 calendar days after the entry of the Court's preliminary order approving the Class Action Settlement
Last day for MarineMax to deposit with the Claims Administrator the estimated amount (no more than \$150,000.00) necessary to pay for the notice program	14 calendar days after the entry of the Court's preliminary order approving the Class Action Settlement
Last day for Claims Administrator to publish Settlement Website and Toll-free Telephone Number	30 calendar days after the entry of the Court's preliminary order approving the Class Action Settlement

Last day for Claims Administrator to send Settlement Class Notice to Settlement Class Members (“Notice Deadline”)	30 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Settlement Class Counsel to file motion for award of attorneys’ fees, litigation costs, and administration costs	45 calendar days after Notice Deadline
Last day for Settlement Class Members to postmark objections to the settlement (“Objection Deadline”)	60 calendar days after the Notice Deadline
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members (“Exclusion Deadline”)	60 calendar days after the Notice Deadline
Last day for claims to be submitted electronically or postmarked by Settlement Class Members (“Claim Form Deadline”)	90 calendar days after the Notice Deadline
Deadline for filing motion for final approval of settlement	15 days prior to the original date of the Final Approval Hearing
Last day for Settlement Class Counsel to file a response to any objections	14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after the entry of the Court’s preliminary order approving the Class Action Settlement

18. Taxes

Any person or entity that receives a distribution from the Gross Settlement Amount or Net Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount or Net Settlement Fund. In no event shall MarineMax or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Gross Settlement Amount or Net Settlement Fund to the Claims Administrator, Settlement Class Representatives, Settlement Class Members, Settlement Class Counsel or any other person or entity.

19. Extensions of Time

Unless otherwise ordered by the Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

20. Integration

This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

21. Construction and Intent

21.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arm's length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. If a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement or any part hereof for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

21.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

21.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

21.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

21.5 The Recitals are incorporated by this reference and are part of this Agreement.

22. Governing Law

The Agreement is entered into in Florida and shall be construed in accordance with, and be governed by, the law of the State of Florida, without regard to the principles regarding choice of law.

23. Later Discovered Facts

The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

24. Cooperation

The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary and final approval from the Court including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

25. No Prior Assignments

The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

26. Binding on Successors and Assigns

This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

27. Confidentiality

The terms of this Agreement shall remain confidential until this Agreement is filed in connection with a motion for preliminary approval, except the Parties may disclose these terms of this Agreement to their attorneys, auditors, board members, advisors, insurers, reinsurers, co-insurers, indemnitors, to the Claims Administrator, or as otherwise ordered by the Court. The Parties agree that both before and after entry of the Preliminary Approval Order, they shall not publish, issue, or cause to be issued any statement or press release including in print, electronic, on the internet, or in other outlets concerning the settlement without the prior written review and approval of all other Parties.

28. Signatories

28.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

28.2 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. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

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

**SIGNATURES OF THE PARTIES**

Dated: Jan 30, 2025

By: *Kevin J. Niblock*  
Kevin J. Niblock (Jan 30, 2025 19:31 EST)  
Settlement Class Representative  
Kevin J. Niblock

Dated: Jan 30, 2025

By: *Sandro Lomedico*  
Sandro Lomedico (Jan 30, 2025 15:21 EST)  
Settlement Class Representative  
Sandro Lomedico

Dated: Jan 30, 2025

By: *Mariya Weekes*  
Mariya Weekes (Jan 30, 2025 15:00 EST)  
Mariya Weekes  
Milberg Coleman Bryson Phillips Grossman, PLLC  
and

By: *Brittany Resch*  
Brittany Resch (Jan 30, 2025 14:46 CST)

Dated: Jan 30, 2025

Brittany Resch  
Strauss Borrelli, PLLC  
Proposed Settlement Class Counsel

Dated: Jan 30, 2025

By: *Shardul Desai*  
Shardul Desai (Jan 30, 2025 17:14 EST)  
Shardul Desai  
Holland & Knight LLP  
Defense Counsel