

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI DADE COUNTY, FLORIDA

IN RE THRIVING MIND DATA  
BREACH LITIGATION

2024-CA-010316-CA-01 (CA30)  
(Consolidated Class Action)

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, Dominic Jara, Rafael Chinchilla, Linda Simon, and Brenda Iribarren, on behalf of themselves and the Settlement Class, and Defendant, South Florida Behavioral Health Network Incorporated d/b/a Thriving Mind, 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. Procedural History**

1. Defendant is a non-profit organization that funds treatment for individuals and families with mental illnesses and substance use disorders in South Florida. In the course of providing services, Defendant collects, maintains, and stores information pertaining to current and former patients, including highly sensitive personally identifiable information and protected health information.

2. On or about August 3, 2023, Defendant noticed suspicious activity on its network. In response, Defendant launched an investigation revealing that between August 1, 2023, and August 3, 2023, a cybercriminal accessed the following information belonging to Defendant's current and former patients: names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information.

---

<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

3. On May 20, 2024, Defendant published notification of the Data incident on its website and began notifying current and former patients that their Private Information may have been impacted by the Data Incident.

4. On June 5, 2024, Plaintiff, Dominic Jara, filed the first complaint against Defendant asserting several causes of action related to its role in the Data Incident.

5. Following the filing of Plaintiff Jara's complaint, Defendant was named a defendant in two other putative class actions in this circuit<sup>2</sup> that are materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident.

6. On July 9, 2024, Plaintiffs in the Related Actions filed a Motion to Consolidate Actions, Appoint Interim Co-Lead Counsel, and Set Schedule.

7. On September 23, 2024, the Court entered an order consolidating the Related Actions in the first-filed action, appointing Jeff Ostrow, Samuel Strauss, John Yanchunis, and Manuel Hiraldo as Co-Lead Counsel and setting a schedule

8. On October 24, 2024, Plaintiffs filed the Consolidated Complaint in this Action alleging negligence, breach of implied contract, unjust enrichment, invasion of privacy, and violation of the Florida deceptive and unfair trade practices act.

9. On November 25, 2024, Defendant filed its Motion to Dismiss.

10. While the Motion to Dismiss was pending, the Parties began discussing settlement and scheduled a mediation for December 20, 2024. In advance of the mediation, Plaintiffs consulted with their damage and liability experts, propounded informal discovery requests on

---

<sup>2</sup> *Rafael Chinchilla v. South Florida Behavior Network*, 2024-011282-CA-01; and *Linda Simon v. South Florida Behavioral Network*, 2024-010316.

Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached. The Parties also exchanged mediation statements in advance of the mediation.

11. The Parties attended mediation on December 20, 2024, with experienced class action mediator, Steven Jaffee, Esq., of Upchurch, Watson White & Max. After a full day of mediation, the Parties reached an agreement on the material terms of this Settlement.

12. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. 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 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 any of the Complaints (and similarly does not concede any of the allegations in the other complaints in the Related Actions), 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 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. Plaintiffs have entered 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.

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**

13. “**Action**” means the consolidated class action lawsuit entitled: *In re Thriving Mind Data Breach Litigation.*, Case No. 2024-010316-CA-01

14. “**Application for Attorneys’ Fees, Costs and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and costs, and Service Awards for the Class Representatives.

15. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected either Cash Payment A – Documented Losses or Cash Payment B – Flat Cash.

16. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class members, who incurred documented losses, may elect pursuant to Section V herein.

17. “**Cash Payment B – Flat Cash**” means the Settlement Class Member Benefit consisting of an estimated \$100.00 cash payment, that Settlement Class members may elect under Section V herein.

18. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

19. “**Claim Form**” means the proof of claim, substantially in the form attached hereto

as *Exhibit 5*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. “**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 Cash Payment or Credit Monitoring.

21. “**Claimant**” means a Settlement Class member who submits a Claim Form.

22. “**Claims Process**” means the process by which Settlement Class members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

23. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., Samuel Strauss of Strauss Borrelli PLLC, John Yanchunis of Morgan & Morgan P.A., and Manuel Hiraldo of Hiraldo P.A.

24. “**Class List**” means a list of Settlement Class members' names, postal addresses and email addresses (if available) that Defendant shall prepare and provide to the Settlement Administrator within 5 days of Preliminary Approval.

25. “**Class Representatives**” means the Plaintiffs.

26. “**Complaint**” or “**Consolidated Complaint**” means the Consolidated Complaint filed by Plaintiffs on October 24, 2024.

27. “**Court**” means the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County and the Judge(s) assigned to the Action.

28. “**Credit Monitoring**” means the one year of three credit bureaus of credit/data monitoring that Settlement Class members may elect to receive pursuant to Section V herein.

29. “**Data Incident**” means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information between August 1, 2023, to August 3, 2023.

30. “**Defendant**” means South Florida Behavioral Network Incorporated d/b/a Thriving Mind.

31. “**Defendant’s Counsel**” means Mullen Coughlin LLC.

32. “**Effective Date**” means the day after the entry of the Final Approval Order, provided there are no objections 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.

33. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, distributed to Settlement Class members for which email addresses are provided by Defendant.

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

35. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

36. “**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, Costs and Service Awards.

37. “**Final Approval Order**” means the final order the Court enters granting Final

Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

38. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 4*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

39. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

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

41. “**Notice**” means the Email Notice, Postcard Notice, Publication Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice.

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

44. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval

Hearing.

45. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

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

47. “**Plaintiffs**” means Dominic Jara, Rafael Chinchilla, Linda Simon, and Brenda Iribarren.

48. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement Class members by mail.

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

50. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 6*.

51. “**Private Information**” means information collected by Defendant, directly or indirectly, pertaining to its current and former employees and clients, including, but not limited to, names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information.

52. “**Publication Notice**” means the published notice of the Settlement, substantially in the form attached hereto as *Exhibit 3* that the Settlement Administrator shall digitally publish on the Internet and select social media platforms.



53. “**Related Actions**” means the three actions filed in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County regarding the Data Incident, including first-filed *Jara* action and those identified in Paragraph 5 of this Agreement.

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

55. “**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, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, 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.

56. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees

57. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other

advisors, and any other representatives of any of these persons and entities.

58. “**Settlement Administrator**” means or Kroll Settlement Administration LLC or “Kroll”.

59. “**Service Awards**” means the awards that Class Counsel will request in the Motion for Final Approval for the Court approve for the Plaintiffs serving as Class Representatives on behalf of the Settlement Class.

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

61. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

62. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

63. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit Monitoring that Settlement Class members may elect to Claim pursuant to Section V herein.

64. “**Settlement Fund**” means the non-reversionary \$900,000.00 in cash that Defendant is obligated to fund under the terms of the Settlement.

65. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the 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, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

66. “**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. 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. Settlement Fund**

67. Defendant agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows:

a. Within 5 days of the filing of the Motion for Preliminary Approval, the Settlement Administrator shall provide Defendant’s Counsel with payment instructions and a Form W-9 for payment into the Settlement Fund, as well as the estimated costs associated with notifying the Settlement Class members of this Settlement;

b. Within 21 days of the Court granting Preliminary Approval of this Settlement, Defendant shall pay, or cause to be paid, all costs associated with notifying the

Settlement Class of this Settlement in an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund); and

c. Within 21 days of the Effective Date, Defendant's insurer, on behalf of Defendant, shall pay into the Escrow Account to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; and, Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund shall be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, and all Settlement Class Member Benefits.

68. 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. 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).

#### **IV. Certification of the Settlement Class**

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the

Court that the Settlement Class be certified for Settlement purposes. 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.

**V. Settlement Consideration**

70. When submitting a Claim, Settlement Class members must choose either Cash Payment A – Documented Losses or Cash Payment B – Flat Cash. Additionally, Settlement Class members may elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

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

Settlement Class Members may submit a Claim for a Cash Payment for up to \$5,000.00 per Settlement Class Member upon presentment of 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. 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 identity protection and credit monitoring services 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.

**b. Cash Payment B – Flat Cash**

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

**c. Credit Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect up to one year of Credit Monitoring with three credit bureaus.

71. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

72. **Business Practice Changes** – Plaintiffs have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Incident and Defendant’s response thereto, and the changes and improvements that have been made or are being made to protect class

members' Private Information.

**VI. Settlement Approval**

73. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

74. The 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 set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (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 Plaintiffs as Class Representatives and Jeff Ostrow, Samuel Strauss, John Yanchunis, and Manuel Hiraldo as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

75. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly 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.

76. 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 distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

77. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email notice (if email addresses are available), Publication Notice, Postcard Notice, sending out Long Form Notices and paper Claim Forms on 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 Valid Claims;

b. Establishing and maintaining the Settlement Fund the Escrow Account approved by the Parties;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining 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. Responding to any mailed Settlement Class member inquiries;

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



h. Providing 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, preparing a declaration for the Parties confirming that 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. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Credit/Data Monitoring emails instructing how to activate their Credit/Data Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

m. Paying 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 access information have been properly distributed.

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

78. Defendant will make available to Class Counsel and the Settlement Administrator 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.

79. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program including initiating the Publication Notice, using the forms of Notice approved by the Court. Where email addresses are provided by Defendant for Settlement Class members, Email Notice shall be sent by email. Settlement Class members for which email addresses are not provided, or for those in which emails bounced-back (and a postal address is provided by Defendant), shall receive a Postcard Notice by mail.

80. The Email Notice and Postcard 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 last day of the Opt-Out Period for Settlement Class members to opt-out of 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, Costs and Service Awards; 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.

81. 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 directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

82. Pursuant to the Settlement Administrator's digital notice plan, Publication Notice shall be made in the form of banner advertisements on the internet and across specified social media platforms for the purpose of creating Settlement Class member awareness about the Settlement.

83. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Email Notice and 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 during the Opt-Out Period 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 be excluded from 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.

84. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the 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 relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from 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 courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

85. 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, Costs, and Service Awards;
  - 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. 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.

86. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are 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. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

87. The Notice Program shall be completed no later than 60 days before the original date set for the Final Approval Hearing.

#### **IX. Claim Form Process and Disbursement of Settlement Class Member Benefits**

88. 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.

89. 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.

90. 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.

91. 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

92. 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.

93. 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. 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 Claimant 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 Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant 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 Claimant 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.

94. 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. Illegible Claim Form;

- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. 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;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

95. 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.
- 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, 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.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

96. 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.

97. 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.

98. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

99. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

100. The Settlement Administrator will send an email to Settlement Class Members with

Valid Claims that elected Credit/Data Monitoring with information on how to enroll in the Credit/Data Monitoring, including the activation code.

**X. Final Approval Order and Final Judgment**

101. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, 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, Costs and Service Awards. 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, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

102. 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, Costs and Service Awards. 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 that the 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 other Released Parties from the Released

Claims; 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.

**XI. Attorneys' Fees, Costs and Service Awards**

103. Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 5 days of Final Approval.

104. Class Counsel shall apply to the Court for Service Awards in the amount of \$2,500.00 for each Class Representative. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 5 days of Final Approval

105. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards, 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 provisions for attorneys' fees, costs, and Service Awards were negotiated after all material terms of the Settlement.

**XII. Disposition of Residual Funds**

106. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be

distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

### **XIII. Releases**

107. 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 the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives 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 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, against any of the Released Parties based on any of the Released Claims.

108. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

109. 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 any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. Termination of Settlement**

110. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

112. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

113. 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*.

114. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant, or to a party the Defendant directs. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or due to be paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

**XV. Effect of Termination**

115. 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, 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.

116. 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.

**XVI. No Admission of Liability**

117. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

118. 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 have investigated the facts and law relevant to the merits of the claims, conducted informal 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 members.

119. This Agreement constitutes a compromise and settlement of disputed claims. No 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.

120. 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 proceeding in any court, administrative agency, or other tribunal.

121. 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.

## **XVII. Miscellaneous Provisions**

122. 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. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. 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 Settlement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

123. Gender and Plurals. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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 by facsimile or through email of a PDF shall be deemed an original.

131. 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.

132. 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

Raina Borrelli  
**Strauss Borrelli PLLC**  
980 N. Michigan Ave., Ste. 1610  
Chicago, IL 60611  
raina@straussborrelli.com

John Yanchunis  
**Morgan & Morgan P.A.**  
201 N. Franklin Street, 7th Floor  
Tampa, FL 33602  
jyanchunis@forthepeople.com

Manuel Hiraldo  
**Hirlando P.A.**  
401 E. Las Olas Blvd., Ste. 1400  
Fort Lauderdale, FL 33301  
mhiraldo@hirdolaw.com

If to Defendant or Defendant's Counsel:

Richard Haggerty  
**Mullen Coughlin LLC**  
426 W. Lancaster Ave., Ste. 200  
Devon, PA 19333  
rhaggerty@mullenlaw.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.

133. 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.

134. 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.

135. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. 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.

136. 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.

137. 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.

138. 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.

*Signature Page to Follow*

**PLAINTIFFS**

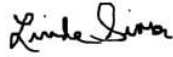


\_\_\_\_\_  
Dominic Jara



\_\_\_\_\_  
Rafael Chinchilla (Feb 6, 2025 11:21 PST)

Rafael Chinchilla



\_\_\_\_\_  
Linda Simon



\_\_\_\_\_  
Brenda Iribarren

**CLASS COUNSEL**



\_\_\_\_\_  
Jeffrey Ostrow (Feb 6, 2025 13:08 EST)

Jeff Ostrow  
KOPELOWITZ OSTROW P.A



\_\_\_\_\_  
Samuel Strauss (Feb 7, 2025 12:37 CST)

Samuel Strauss  
STRAUSS BORRELLI PLLC



\_\_\_\_\_  
John Yanchunis (Feb 10, 2025 07:14 EST)

John Yanchunis  
MORGAN & MORGAN P.A



\_\_\_\_\_  
Manuel Hiraldo  
HIRALDO P.A.

**DEFENDANT**

\_\_\_\_\_  
By:

Its:

**COUNSEL FOR DEFENDANT**

\_\_\_\_\_  
Richard Haggerty  
MULLEN COUGHLIN

**CLASS COUNSEL**

---

Jeff Ostrow  
KOPELOWITZ OSTROW P.A

---

Samuel Strauss  
STRAUSS BORRELLI PLLC

---

John Yanchunis  
MORGAN & MORGAN P.A

---

Manuel Hiraldo  
HIRALDO P.A.

**DEFENDANT**

**John W. Newcomer, M.D.** Digitally signed by John W. Newcomer, M.D.  
Date: 2025.02.13 11:20:14 -05'00'

By: John W. Newcomer, M.D.  
Its: President and Chief Executive Officer

**COUNSEL FOR DEFENDANT**



---

Richard Haggerty  
MULLEN COUGHLIN

**EXHIBIT 1  
(EMAIL NOTICE)**



From:

To:

Subject: Email Notice of Proposed Class Action Settlement

---

Class Member ID: <<RefNum>>

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI DADE COUNTY, FLORIDA

*In re Thriving Mind Data Breach Litigation*, Case No. 2024-010316-CA-01

**To all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident between August 1, 2023, and August 3, 2023, a proposed class action Settlement may affect your rights**

**Why am I receiving this Notice?** You are receiving this Notice because the records of South Florida Behavioral Health Network Incorporated d/b/a Thriving Mind (“Defendant”) show your Private Information may have been accessed during a Data Incident Defendant experienced between August 1, 2023, and August 3, 2023. Defendant’s investigation revealed a cybercriminal accessed the following information belonging to Defendant’s current and former patients: names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information. You are therefore likely a Settlement Class member eligible to receive Settlement Class Member Benefits under this Settlement.

**Who is a Settlement Class member?** You are included in this Settlement if you are a Settlement Class member. A Settlement Class member is a living individual residing in the United States who was sent a notice by Defendant that their Private Information may have been impacted in the Data Incident, between August 1, 2023 and August 3, 2023.

**What are the Settlement Class Member Benefits?** Settlement Class Members who submit a Valid Claim may receive: (a) Cash Payment A – Documented Losses, up to **\$5,000** per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Flat Cash – an estimated **\$100** Cash Payment; and in addition to a Cash Payment (c) Credit Monitoring for **one (1) year of Credit Monitoring** with three credit bureaus. Please visit [www.website.com](http://www.website.com) for a full description of the Settlement Class Member Benefits and documentation requirements. Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly.

**How do I Submit a Claim Form for benefits?** You must submit a Claim Form, available at [www.website.com](http://www.website.com) to be eligible to receive a Settlement Class Member Benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at <<Settlement Administrator – Case ID>>, c/o Kroll Settlement Administration LLC, PO Box **XXXX**, New York, NY 10150-**XXXX** and postmarked, by **<<Claim Form Deadline>>**.

**What are my other options?** If you **Do Nothing**, you will be legally bound by the terms of the

Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or file an **Objection** to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards by **<<end of Objection Period>>**. Please visit **[www.website.com](http://www.website.com)** for more information on how to submit an opt-out request and exclude yourself from or object to the Settlement.

**Do I have a Lawyer in this Case?** Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Samuel Strauss of Strauss Borrelli PLLC, John Yanchunis of Morgan & Morgan P.A., and Manuel Hiraldo of Hiraldo P.A. to represent you and the other Settlement Class members. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Approval Hearing.** The Court is scheduled to hold a Final Approval Hearing on **DATE** at **TIME ET**, to consider whether to approve the Settlement, the attorneys' fees and expenses not to exceed 35% of the Settlement Fund (approximately \$315,000) for Class Counsel, plus reimbursement of reasonable costs and Service Award payments of \$2,500 to each Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This Email Notice is only a summary. For more information or to change your address, visit **[www.website.com](http://www.website.com)** or call toll-free **(XXX) XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

**[Unsubscribe](#)**

**EXHIBIT 2**  
**(POSTCARD NOTICE)**

<<Settlement Administrator – Case ID>>  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXXXX  
New York, NY 10150-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

## ELECTRONIC SERVICE REQUESTED

### Legal Notice

*In re Thriving Mind Data Breach Litigation*  
Case No. 2024-CA-010316-CA-01

**If you are a living individual residing in the United States who was sent a notice by Defendant that your Private Information may have been impacted in the Data Incident between August 1, 2023 to August 3, 2023, you are eligible to receive a Settlement Class Member Benefit from a class action settlement.**

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

For more information, please visit  
[www.Websiteaddress.com](http://www.Websiteaddress.com)  
or call (XXX) XXX-XXXX.

<<Refnum Barcode>>

**CLASS MEMBER ID:** <<Refnum>>

**Postal Service: Please do not mark barcode**

<<First Name>> <<Last Name>>  
<<Address 1>> <<Address 2>>  
<<City>>, <<State>> <<Zip>><<Zip4>>

A settlement has been reached in a class action lawsuit concerning a Data Incident perpetrated against Defendant South Florida Behavioral Health Network Incorporated d/b/a Thriving Mind. The Action alleges that, on or about August 3, 2023, Defendant noticed suspicious activity on its network. In response, Defendant launched an investigation revealing that between August 1, 2023 and August 3, 2023, a cybercriminal accessed the following information belonging to Defendant's current and former patients: names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information. On May 20, 2024, Defendant published notification of the Data Incident on its website and began notifying current and former employees and customers that their Private Information may have been impacted by the Data Incident. Defendant denies any wrongdoing whatsoever.

**Who is included in the Settlement?** The Settlement Class is defined by the Court as "all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident, between August 1, 2023 and August 3, 2023." Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff, and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

**What are the Settlement benefits?** The Settlement provides the following benefits to Settlement Class Members who submit Valid Claims: (a) **Cash Payment A – Documented Losses**, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) **Cash Payment B – Flat Cash**, an estimated \$100 Settlement Class Member Benefit; and, in addition to a Cash Payment (c) **Credit Monitoring** for one (1) year of Credit Monitoring with three credit bureaus. Visit [www.website.com](http://www.website.com) or call the toll-free telephone number below for complete benefit details.

**How do I receive a Cash Payment or other benefit?** To receive a Cash Payment under the Settlement, you **MUST** submit a Claim. To submit a Claim,

you may either: (i) fill out, detach, and mail the attached postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form by mail or online at [www.website.com](http://www.website.com). **Claims must be submitted online or by mail postmarked by <Claim Form Deadline>.**

**What are my other options?** You also have the following options:

**Do Nothing:** By doing nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against the Defendant and other Released Parties as defined in the Settlement Agreement.

**Exclude Yourself:** If you do not want to be legally bound by the Settlement, you must exclude yourself ("opt-out") by **<Opt-Out Period>**, or you will not be able to sue the Defendant or any other Released Parties for Released Claims relating to the Data Incident. If you opt-out, you cannot get a Settlement Class Member Benefit from this Settlement.

**Object:** If you want to object to the Settlement, you may file an objection by **<Objection Period>**.

The Long Form Notice, posted on the Settlement Website, explains how to submit a Claim Form, opt-out, or object.

**Do I have a lawyer in this case?** Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Samuel Strauss of Strauss Borrelli PLLC, John Yanchunis of Morgan & Morgan P.A., and Manuel Hiraldo of Hiraldo P.A. as Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**When will the Court decide whether to approve the Settlement?** The Court is scheduled to hold a hearing on **DATE** at **TIME ET**, at the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, Florida to consider whether to approve the Settlement, attorneys' fees and expenses not to exceed 35% of the Settlement Fund (approximately \$315,000) for Class Counsel, plus reimbursement of reasonable costs and Service Award payments of \$2,500 to each Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

**For more information or to update your contact information, call toll-free (XXX) XXX-XXXX or visit [www.website.com](http://www.website.com).**

---

---

---

Postage  
Required

<<*Settlement Administrator* – **Case ID**>>  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXXXX**  
New York, NY 10150-**XXXX**

<<Barcode>>

Class Member ID: <<Refnum>>

*In re Thriving Mind Data Breach Litigation,*  
Case No. 2024-CA-010316-CA-01



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

**POSTCARD CLAIM FORM**

To submit a Claim for Cash Payment B – Flat Cash and/or Credit Monitoring, please complete the below form, sign, and mail this portion of the postcard to the Settlement Administrator by **no later than <Claim Form Deadline>**. **Note:** Claims for Cash Payment A – Documented Losses require supporting documentation and therefore must be submitted online at [www.website.com](http://www.website.com) or mailed to the Settlement Administrator with a separate Claim Form available on the Settlement Website. To receive a Cash Payment from this Settlement via an electronic payment, you must submit a Claim Form electronically at [www.Website.com](http://www.Website.com) by <<Claim Form Deadline>>.

**Class Member ID:** <<Refnum>>

<<First name>> <<Last name>>

<<Address 1>> <<Address 2>>

<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct address below:

Address

City

State

Zip Code

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

**Cash Payment B – Flat Cash**

I would like to receive an estimated \$100 Cash Payment *instead of* seeking compensation for documented losses.

**Credit Monitoring**

I would like to receive up to one (1) year of Credit Monitoring with three credit bureaus.

**SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

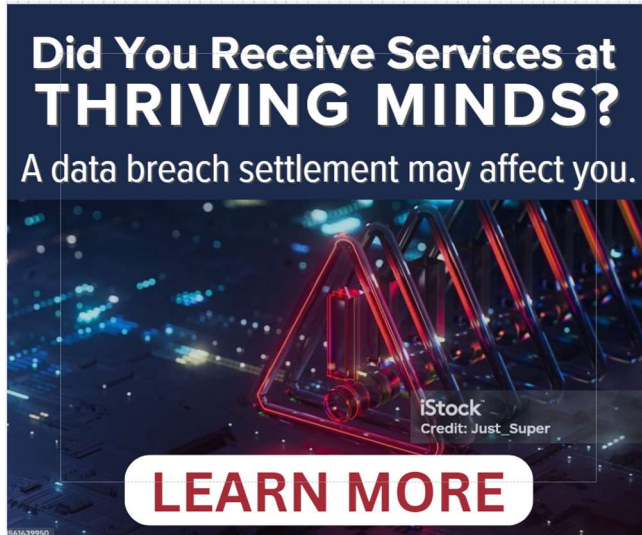
Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT 3**  
**(PUBLICATION NOTICE)**

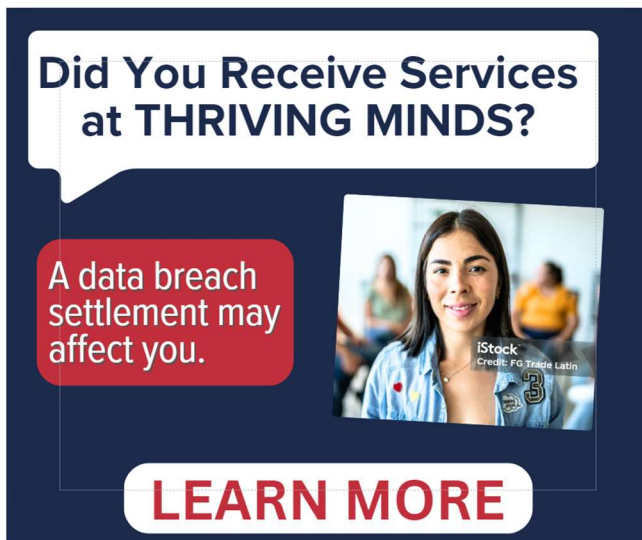


# Thriving Minds Data Breach Settlement

## Banner Ads



All ads should say Thriving Mind, not Minds.



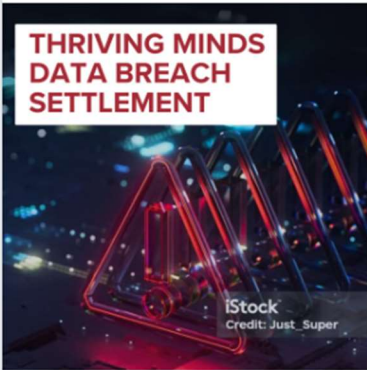
# Thriving Minds Data Breach Settlement

## Social Media Ads

Facebook Feeds

Legal Notices Sponsored

Did You Receive Services at Thriving Minds? A data breach settlement may affect you.



**THRIVING MINDS DATA BREACH SETTLEMENT**


urltbd.com  
Thriving Minds Data Breach Settlement

Learn more

Like Comment Share

Instagram Feed

Legal Notices Sponsored



**THRIVING MINDS DATA BREACH SETTLEMENT**


Learn more

Did You Receive Services at Thriving Minds? A data breach settlement may affect you.

Facebook Feeds

Legal Notices Sponsored

Did You Receive Services at Thriving Minds? A data breach settlement may affect you.



**THRIVING MINDS DATA BREACH SETTLEMENT**


urltbd.com  
Thriving Minds Data Breach Settlement

Learn more

Like Comment Share

Instagram Feed

Legal Notices Sponsored



**THRIVING MINDS DATA BREACH SETTLEMENT**

Learn more

Did You Receive Services at Thriving Minds? A data breach settlement may affect you.

**EXHIBIT 4**  
**(LONG FORM NOTICE)**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, Florida

*In re Thriving Mind Data Breach Litigation*

Case No. 2024-010316-CA-01

**A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.**

---

**If You Are A Living Individual Residing In The United States Who Was Sent A Notice By Defendant That Their Private Information May Have Been Impacted in the Data Incident Between August 1, 2023 to August 3, 2023, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement**

---

- A Court authorized this Notice, to those who are eligible to receive Settlement Class Member Benefits from a proposed class action Settlement. The Action is titled *In re Thriving Mind Data Breach Litigation*, Case No. 2024-010316-CA-01 and is pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, Florida. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is South Florida Behavioral Health Network Incorporated d/b/a Thriving Mind (or Defendant). Defendant denies any wrongdoing whatsoever.
- **Who is a Settlement Class Member?** All living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident, between August 1, 2023, and August 3, 2023.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff, and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:
  - ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to **\$5,000** per Settlement Class Member that includes reasonable documentation supporting the losses related to the Data Incident, upon submission of a Valid Claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident;
  - OR**
  - ❖ **Cash Payment B – Flat Cash:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash, which is a flat Cash Payment in an estimated amount of **\$100**.

**In addition to a Cash Payment, Settlement Class Members may select the following:**

- ❖ **Credit/Data Monitoring** – Settlement Class Members may elect up to one (1) year of Credit Monitoring with three credit bureaus.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

- To submit a Claim or obtain more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claim Form Deadline>>.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before <<Claim Form Deadline>>.
<b>Exclude Yourself by Opting-Out of the Class</b>	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Period>>.
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Period>>.
<b>Do Nothing</b>	You will not receive any Settlement Class Member Benefit from this class action Settlement.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

## What This Notice Contains

<b>Basic Information</b> .....	#
<b>Who is in the Settlement</b> .....	#
<b>The Settlement Benefits—What You Get if You Qualify</b> .....	#
<b>How Do You Submit a Claim</b> .....	#
<b>Excluding Yourself from the Settlement</b> .....	#
<b>Objecting to the Settlement</b> .....	#
<b>The Lawyers Representing You</b> .....	#
<b>The Court’s Final Approval Hearing</b> .....	#
<b>If You Do Nothing</b> .....	#
<b>Additional Information</b> .....	#

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Reemberto Diaz of the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, Florida, is overseeing this case captioned as *In re Thriving Mind Data Breach Litigation*, Case No. 2024-010316-CA-01. The people who brought the lawsuit are called the Class Representatives. The company being sued, South Florida Behavioral Health Network Incorporated d/b/a Thriving Mind, is called the Defendant.

### 2. What is the Action about?

The Action alleges that, on or about August 3, 2023, Defendant noticed suspicious activity on its network. In response, Defendant launched an investigation revealing that between August 1, 2023, and August 3, 2023, a cybercriminal accessed the following information belonging to Defendant’s current and former patients: names, addresses, Social Security Numbers, dates of birth, health insurance and benefit information, and medical information. On May 20, 2024, Defendant published notification of the Data incident on its website and began notifying current and former employees and customers that their Private Information may have been impacted by the Data Incident.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Settlement Class Members, except for those who opt-out of the Settlement Class.

#### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel think the Settlement is best for all Settlement Class members.

### WHO IS IN THE SETTLEMENT?

#### 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class member if you are a living individual residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident, between August 1, 2023, and August 3, 2023.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff, and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

#### 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX or visit the Settlement Website with questions. You may also write with questions to:

<<Settlement Administrator – Case ID>>  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

### THE SETTLEMENT BENEFITS–WHAT YOU GET IF YOU QUALIFY

#### 7. What does the Settlement provide?

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Flat Cash, an estimated \$100 Settlement Class Member Benefit; and, in addition to a Cash Payment (c) Credit Monitoring for one (1) year of Credit Monitoring with three credit bureaus.

All Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

**Business practice changes** – Defendant has undertaken reasonable steps to further secure its systems

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

and environments and the changes and improvements that have been made or are being made to protect Settlement Class members' Private Information.

## 8. What payments are available for reimbursement under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one of the following Cash Payments:

- a) **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for up to a total of \$5,000 per Settlement Class Member, upon submission of a Claim **and supporting documentation**.

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. 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 identity protection and credit monitoring services 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.

**OR**

- b) **Cash Payment B – Flat Cash:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash, which is a flat cash payment in an estimated amount of \$100.

The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of Valid Claims filed and the amount of funds available for these payments.

**In addition to electing a Cash Payment, Settlement Class Members may also elect:**

- c) **Credit/Data Monitoring:** up to one (1) year of Credit Monitoring with three credit bureaus.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to <<Settlement Administrator – Case ID>>, c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claim Form Deadline>> or by mail postmarked by <<Claim Form Deadline>>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET to decide whether Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

### **11. What am I giving up as part of the Settlement?**

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XIII of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

## **OPTING-OUT OF THE SETTLEMENT**

If you do not want to be part of the Settlement, then you must take steps to opt-out of the Settlement Class. This is sometimes referred to as “opting-out” of the Settlement Class.

### **12. If I exclude myself, can I get payment from this Settlement?**

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

### **13. If I do not exclude myself, can I sue the Released Parties for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

### **14. How do I exclude myself from the Settlement?**

To exclude yourself, send an opt-out request or written notice of intent to opt-out that says you want to be excluded from the Settlement in *In re Thriving Mind Data Breach Litigation*, Case No. 2024-010316-CA-01. 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 be excluded from the Settlement Class. Any Settlement Class Member who does not file a timely opt-out request as described will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. You must mail your opt-out request to the Settlement Administrator postmarked by **<<end of the Opt-Out Period>>**, to:

**<<Settlement Administrator – Case ID>>**

c/o Kroll Settlement Administration LLC

PO Box **XXXX**

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

**OBJECTING TO THE SETTLEMENT**

**15. How do I tell the Court that I do not like the Settlement?**

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys’ Fees, Costs and Service Awards or some part of it by objecting to the Settlement. For an objection to be a valid objection under the Settlement, it must be in writing, filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator at the address listed below, postmarked by **no later than <<end of the Objection Period>>**.

Clerk of the Court	Class Counsel
<p style="text-align: center;"><b>&lt;&lt;Court Address&gt;&gt;</b></p>	<p style="text-align: center;">Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301</p> <p style="text-align: center;">Raina Borrelli Strauss Borrelli PLLC 980 N. Michigan Ave., Ste. 1610 Chicago, IL 60611</p> <p style="text-align: center;">John Yanchunis Morgan &amp; Morgan P.A. 201 N. Franklin Street, 7th Floor Tampa, FL 33602</p> <p style="text-align: center;">Manuel Hiraldo Hirlado P.A. 401 E. Las Olas Blvd., Ste. 1400 Fort Lauderdale, FL 33301</p>
Defendant’s Counsel	Settlement Administrator
<p style="text-align: center;">Richard Haggerty Mullen Coughlin LLC 426 W. Lancaster Ave., Ste. 200 Devon, PA 19333</p>	<p style="text-align: center;"><b>&lt;&lt;Settlement Administrator – Case ID&gt;&gt;</b> c/o Kroll Settlement Administration LLC PO Box XXXX New York, NY 10150-XXXX</p>

Your objection must be written and must include all of the following:

- i) the objector’s full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- iii) 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;
- iv) 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, and Service Awards;
  - v) 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;
  - vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
  - vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
  - viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
  - ix) the objector's signature (an attorney's signature is not sufficient).

#### **16. What is the difference between objecting and opting-out?**

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you opt-out, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Samuel Strauss of Strauss Borrelli PLLC, John Yanchunis of Morgan & Morgan P.A., and Manuel Hiraldo of Hiraldo P.A., as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **18. How will the lawyers be paid?**

Class Counsel will file an Application for Attorneys' Fees, Costs and Service Awards for an award of attorneys' fees to be paid from the Settlement Fund not to exceed 35% of the Settlement Fund, or \$315,000, plus reimbursement of reasonable costs. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will include a request for Service Award payments for the Class Representatives in recognition for their contributions to this Action not to exceed \$2,500 per Plaintiff, from the

Settlement Fund.

Any attorneys' fees, costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at <<Time>> ET on <<Date>>, at the <<Court Address>>, Room [ ] as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Application for Attorneys' Fees, Costs and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

### 20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 15, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, postmarked by no later than the <<end of the Objection Period>>.

## IF YOU DO NOTHING

### 22. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

## ADDITIONAL INFORMATION

### 23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

### 24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

<<Settlement Administrator – Case ID>>  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

**EXHIBIT 5  
(CLAIM FORM)**

\*00000000000000\*

00000000000000

Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>

CLAIM FORM FOR THRIVING MIND DATA INCIDENT LITIGATION

THRIVINGMIND-C

In re Thriving Mind Data Breach Litigation Case No. 2024-010316-CA-01 Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, Florida

CLAIM FORM INSTRUCTIONS

You have been identified as a Settlement Class member who may have received a notice from Defendant that your Private Information may have been impacted by the Data Incident that occurred between August 1, 2023, and August 3, 2023. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Notice posted on the Settlement Website, www.Website.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form electronically at www.Website.com by <<Claim Form Deadline>>. Settlement Class Members who submit Valid Claims by physical mail will receive their Cash Payment via paper check.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

<<Settlement Administrator – Case ID>> c/o Kroll Settlement Administration LLC PO Box XXXX New York, NY 10150-XXXX

Cash Payments will be adjusted up or down depending on the amount of Valid Claims. Any increases or decreases to Cash Payments will be on a pro rata, or equal basis. You may submit a Claim for one of the following benefits:

- 1) Cash Payment A – Documented Losses: Settlement Class Members may submit a Claim for a Cash Payment for up to \$5,000 per Settlement Class Member that includes reasonable documentation supporting the losses related to the Data Incident, upon submission of a Valid Claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident; OR
2) Cash Payment B – Flat Cash: As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash, which is a flat Cash Payment in an estimated amount of \$100.

In addition to a Cash Payment, Settlement Class Members may select the following:

- 3) Credit/Data Monitoring: Settlement Class Members may elect up to one (1) year of Credit Monitoring with three credit bureaus.

Questions? Go to www.Website.com or call (XXX) XXX-XXXX.

\*00000000000000\*

00000000000000

**I. PAYMENT SELECTION**

If you would like to elect to receive your Cash Payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. Settlement Class Members who submit Valid Claims by physical mail will receive their Cash Payment via paper check.

**II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

\_\_\_\_\_  
**First Name**

\_\_\_\_\_  
**Last Name**

\_\_\_\_\_  
**Address 1**

\_\_\_\_\_  
**Address 2**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

**Email Address:** \_\_\_\_\_

**Telephone Number (optional):** ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

**III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP**

Check this box to certify if you are a living individual residing in the United States who was sent a notice by Defendant that your Private Information may have been impacted in the Data Incident, between August 1, 2023 and August 3, 2023.

Enter the Class Member ID provided on your Notice:

**Class Member ID:** 0 0 0 0 0 \_\_\_\_\_

Questions? Go to [www.Website.com](http://www.Website.com) or call (XXX) XXX-XXXX.



\*000000000000\*

000000000000

**IV. CASH PAYMENT A – DOCUMENTED LOSSES**

Settlement Class Members are eligible for compensation of up to \$5,000 for documented losses incurred as a result of the Data Incident.

Settlement Class Members will be required to submit reasonable documentation supporting the losses. 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 identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

Settlement Class Members with documented losses must submit documentation supporting their Claims. This can include receipts or other documentation not “self-prepared” by the Claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

**You must have documented losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.**

I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

<b>Cost Type</b> <i>(Fill all that apply)</i>	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> <i>(Identify what you are attaching and why)</i>
Example: Identity Theft Protection Service	07/17/2024	\$50.00	Copy of identity theft protection service bill
	____/____/____ <i>(mm/dd/yyyy)</i>	\$____.____	
	____/____/____ <i>(mm/dd/yyyy)</i>	\$____.____	
	____/____/____ <i>(mm/dd/yyyy)</i>	\$____.____	

Questions? Go to [www.Website.com](http://www.Website.com) or call (XXX) XXX-XXXX.

\*0000000000000\*

00000000000000

**V. CASH PAYMENT B – FLAT CASH**

By checking the below box, I choose an estimated \$100 *pro rata*, or equal share, Cash Payment. **Do not submit a Claim for Cash Payment A – Documented Losses.**

Yes, I choose an estimated \$100 estimated Cash Payment instead of the documented losses above.

**VI. CREDIT MONITORING**

Check the box below if you wish to receive, in addition to electing compensation for Cash Payment A or Cash Payment B, one (1) year of Credit Monitoring with three credit bureaus. **You may also select Cash Payment A or Cash Payment B.**

Please send me enrollment instructions to the email address provided in section II above for 1-year of three-bureau Credit Monitoring.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Questions? Go to [www.Website.com](http://www.Website.com) or call (XXX) XXX-XXXX.

**EXHIBIT 6**  
**(PRELIMINARY APPROVAL ORDER)**

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI DADE COUNTY, FLORIDA**

IN RE THRIVING MIND DATA  
BREACH LITIGATION

2024-CA-010316-CA-01 (CA30)  
(Consolidated Class Action)

---

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

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.
3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to

assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

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

5. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available

methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., Samuel Strauss of Strauss Borrelli PLLC, John Yanchunis of Morgan & Morgan Complex Litigation Group, and Manuel Hiraldo of Hirlado P.A.

9. The Parties have selected Kroll Settlement Administration LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints Kroll as the Settlement Administrator and directs Kroll to commence the Notice Program and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement as Exhibits 1 through 4. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before

the end of the Opt-Out Period (30 days before the original date of the Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the 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, and Service Awards; (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) 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.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the 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 last day of the Objection Period (30 days before the original date of the Final Approval Hearing), as specified in the Notice. 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, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in



accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Miami-Dade County Courthouse, Room 1202, 73 West Flagler Street, Miami FL 33130, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 60 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final	45 days before the original date of Final

Approval, including Class Counsel's Application for Attorneys' Fees and Costs	Approval Hearing
Opt-out Period Ends	30 days before the original date of Final Approval Hearing
Objection Period Ends	30 days before the original date of Final Approval Hearing
Claim Form Deadline	15 days before the original date of the Final Approval Hearing
Final Approval Hearing	at : a.m./p.m.,

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

**DONE AND ORDERED** in chambers at Miami-Dade County, Florida on this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Hon. Reemberto Diaz  
CIRCUIT COURT JUDGE

Copies furnished to:  
All Counsel of Record