

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

LUIS BOGGIANO and BARBARA
MCGRATH, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

MOUNT SINAI MEDICAL CENTER OF
FLORIDA, INC. a/k/a MOUNT SINAI
MEDICAL CENTER,

Defendant.

Case No.: CACE-26-006904-09

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class and Defendant. 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 the largest private, independent, not-for profit teaching hospital in Florida with more than 4,000 employees, 672 beds, 26 operating suites and 650 physicians across 14 facilities. Mount Sinai operates a public Website.

2. Before filing the Complaint in this Action, Plaintiffs' counsel contacted Defendant's counsel to determine whether Defendant would be interested in early resolution for the benefit of all involved. Defendant expressed interest and the Parties mediated. After negotiating for several months, the Parties reached an agreement on the material terms of this Settlement.

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

3. Plaintiffs filed a putative class complaint in this Action on April 27, 2026, based on Mount Sinai's alleged use of third-party website tracking technology on its Website. The complaint alleges violations of the Florida Security of Communications Act, Chapter 934.03, Florida Statutes ("FSCA"), invasion of privacy, and unjust enrichment, and seeking to represent all individuals whose electronic communications with Mount Sinai's Website were allegedly intercepted by the tracking technology on the Website.

4. The Parties now agree to settle the Action entirely, without any admission by the Defendant 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 the Data Disclosure as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in 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 enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

5. “**Action**” means the above-captioned action, *Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Fla. a/k/a Mount Sinai Med. Ctr.*, Case No. CACE-26-006904-09 (Fla. Cir. Ct., Broward Cnty.).

6. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this settlement agreement between Plaintiffs and Defendant.

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

8. “**Cash Payment**” means the estimated \$20.00 cash compensation paid to Settlement Class Members who submit a timely Valid Claim. This value may be increased or decreased based on the number of Valid Claims received, but shall not exceed a payment of \$250.00.

9. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 5*, which may be modified as necessary, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

10. “**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 Settlement Class Member Benefits.

11. “**Claimant**” means a Settlement Class Member who timely submits a Claim Form.

12. “**Claim Process**” means the process by which Claimants submit claims to the Settlement Administrator and the Settlement Administrator reviews the claims to determine the

validity of all claims.

13. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Katrina Carroll of Carroll Shamberg LLC, and Mariya Weekes of Milberg, PLLC.

14. “**Class List**” means the class list provided by Defendant to the Settlement Administrator. The Class List is a list of the known Settlement Class Members and the contact information for Class Members, including email and mailing addresses, maintained by Defendant.

15. “**Class Representatives**” means those Plaintiffs the Court approves to serve as representatives of the Settlement Class.

16. “**Complaint**” means the Class Action Complaint in the Action filed on April 27, 2026.

17. “**Court**” means the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the Judge(s) assigned to the Action.

18. “**Data Disclosure**” means the alleged disclosure of personally identifying information, Protected Health Information, and/or confidential communications of Settlement Class Members to third-parties via tracking, analytics, and/or advertising technologies allegedly on the Website and Patient Portal between June 10, 2021, and September 18, 2025.

19. “**Defendant**” means Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center, the defendant in the Action.

20. “**Defendant’s Counsel**” means Alfred J. Saikali of Shook, Hardy & Bacon L.L.P.

21. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final

Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

22. “**Email Notice**” means the written notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to Settlement Class Members by email.

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

24. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting the Motion for Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than 120 days from entry of the Preliminary Approval Order.

25. “**Final Approval Order**” means the final order, substantially in the form attached hereto as ***Exhibit 7***, granting Final Approval of the Settlement.

26. “**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 upon request to the Settlement Administrator.

27. “**Medical Data Monitoring**” means the one year of medical data monitoring that Settlement Class Members will automatically receive as a Settlement Class Member Benefit under the Settlement.

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

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

30. **“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.

31. **“Notice Commencement Deadline”** means 30 days after the Court’s entry of the Preliminary Approval Order and the first day by which Notice must be issued to the Settlement Class Members.

32. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class consisting of the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, along with the Settlement Website and Settlement toll-free telephone line.

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

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

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

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

37. **“Patient Portal”** means the MyChart patient portal operated by Defendant and available via the Website.

38. **“Plaintiffs”** means Luis Boggiano and Barbara McGrath, the plaintiffs in the Action.

39. “**Postcard Notice**” means the written notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. Mail.

40. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

42. “**Protected Health Information**” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations, as defined under the Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d *et seq.*, and its implementing regulations.

43. “**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 its website and through a press release.

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

45. “**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, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, 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 Disclosure.

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

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

48. **“Service Awards”** means the payments the Court may award the Class Representatives for serving on behalf of the Settlement Class, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

49. **“Settlement Administrator”** means Atticus Administration, LLC or Atticus which is the third-party notice and claims administrator jointly selected by the parties.

50. **“Settlement Administration Costs”** means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration and Medical Data Monitoring.

51. **“Settlement Class”** means all living individuals who accessed Defendant’s Website or Patient Portal between June 10, 2021, and September 18, 2025. Excluded from the Settlement Class are (i) Defendant’s officers, directors, and employees; (ii) any judge, justice, or judicial

officer presiding over the Action and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

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

53. **“Settlement Class Member Benefits”** means the Cash Payments and Medical Data Monitoring.

54. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain Notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, 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.

55. **“Total Cash Payment”** means the \$220,000.00 Defendant will pay for the Cash Payments.

56. **“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.

57. **“Value of the Settlement”** means the total value of each of the Settlement Class Member Benefits procured by Plaintiffs as a result of the Settlement.

58. **“Website”** means <https://www.msmc.com> and any other website operated by Defendant.

III. Certification of the Settlement Class

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

IV. Settlement Class Member Benefits

60. The Settlement includes the following Settlement Class Member Benefits, all of which will be paid by the Defendants: (a) the cost of Medical Data Monitoring for all Settlement Class Members; (b) Cash Payments to all Settlement Class Members who submit Valid Claims; (c) all Settlement Administration Costs; and (d) any Court-approved attorneys' fees and costs and Service Awards.

(a) Medical Data Monitoring

All Settlement Class Members will, without having to file a Claim, automatically receive Medical Data Monitoring that will include one year of CyEx Medical Shield. Each Settlement Class Member's Notice will include a unique code that, upon the Effective Date, may be used to activate their monitoring subscription. Defendant will be responsible for paying Atticus directly for all costs associated with procuring all Settlement Class Members in the Medical Data Monitoring pursuant to an agreement with Atticus.

(b) Cash Payments

Settlement Class Members may elect to receive a Cash Payment in the estimated amount of \$20.00. There will be a Total Cash Payment of \$220,000.00 for all Claims made for Cash Payments under this Section. Settlement Class Member Cash Payments will be subject to a *pro rata* (a) increase if the amount of Valid Claims is insufficient to exhaust the Total Cash Payment; or (b) decrease if the amount of Valid Claims exhausts the Total Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. Any *pro rata* increase to an individual Settlement Class Member Cash Payment shall not exceed a Cash Payment in the amount of \$250.00. Any remaining or unclaimed amount of the Total Cash Payment of \$220,000.00 after proration of Valid Claims shall be disbursed to a *cy pres* recipient to be agreed upon by the Parties and approved by the Court. To obtain a Cash Payment, Settlement Class Members must submit a Valid Claim by the Claim Form Deadline. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against Defendant without receiving a Cash Payment.

61. Defendant shall directly pay the Settlement Administration Costs and the Cash Payments for all Settlement Class Members who submit Valid Claims to the Settlement

Administrator pursuant to an agreement with the Settlement Administrator, paying all invoices when issued. Defendant shall directly pay any Court-ordered Service Awards and attorneys' fees and costs in accordance with Section X of this Agreement. If there is no Final Approval or the Effective Date does not occur, following the payment of any unpaid invoices for Settlement Administration Costs, Defendant shall have no other financial obligations pursuant to this Agreement.

V. Settlement Approval

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

VI. Settlement Administrator

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

Clause of the United States Constitution.

64. 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, and overseeing the distribution of all Settlement Class Member Benefits.

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

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice, Postcard Notice, and Publication Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members;

b. If any Postcard Notice is returned by the Postal Service as undeliverable, re-mailing the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail, and for Postcard Notices returned with no forwarding address, performing skip-tracing for any returned mail and re-mailing Postcard Notices to any Settlement Class Member whose addresses are uncovered by skip-tracing;

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. Receiving and reviewing Claim Forms and notifying Claimants of deficient Claim Forms using the Notice of Deficiency;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the type and amount of notice sent to class members, number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, including the value of all Claims for Cash Payments and providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- k. Distributing Cash Payments to Settlement Class Members with Valid Claims by electronic means or by paper check;
- l. Ensuring Medical Data Monitoring activation codes are properly and timely sent to all Settlement Class Members;
- m. Paying Court-approved attorneys' fees, costs, and Service Awards;
- n. Invoicing Defendant for payment of Settlement Administration Costs and Medical Data Monitoring, as provided in the Agreement; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

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

66. Defendant will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

67. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, including sending Email Notice and Postcard Notice and 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. Where email addresses are not available for Settlement Class Members, Postcard Notice shall be sent by U.S. Mail. Additionally, the entire Settlement Class will be notified by Publication Notice.

68. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-Out Deadline for Settlement Class Members to timely exclude themselves from Settlement Class; (e) the Objection Deadline for Settlement Class Members to timely object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Commencement Deadline, 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. The

Publication Notice shall direct potential Settlement Class Members to the Settlement Website to learn more about the Settlement and to submit a Claim. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

70. The Long Form Notice shall also 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 before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members will not be allowed. 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.

71. The Long Form Notice shall also 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 objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the date of the postmark on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

72. 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 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;
 - d. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon objector's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
 - e. whether the objector and/or the objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;

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

g. whether the objector and/or the objector's counsel used any form of artificial intelligence in the preparation of the objection; and

h. 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, including taking depositions and requesting documents. Failure to comply with the objection requirements herein, in the Long Form Notice, and in the Preliminary Approval Order will result in the Court overruling the objection on procedural grounds without having to evaluate the merits of the objection.

73. The Notice Program shall be completed in its entirety no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Process and Disbursement of Cash Payments

74. 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.

75. 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. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

76. 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.

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

78. 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.

79. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted

for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

80. 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.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

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

82. 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.

83. 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.

84. No later than 30 days after the Effective Date or completion of the Settlement

Administrator's validity review, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

85. Cash Payments to Settlement Class Members will be made by electronic payment or paper check. Settlement Class Members will choose their form of payment on their Claim Form.

IX. Final Approval Order and Final Judgment

86. 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 initial scheduled 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 requirements listed in this Agreement.

87. 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 the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from

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

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

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

X. Service Awards, Attorneys' Fees and Costs

88. ***Service Awards*** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid directly by Defendant to Class Counsel no later than 30 days after the Effective Date. The timing set forth in this provision is contingent upon the receipt of a W-9, payment instructions from Class Counsel, and contact information of an individual to voice verify the instructions. The Service Awards to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

89. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of reasonable attorneys' fees and the reimbursement of reasonable out-of-pocket expenses, together not to exceed \$500,000.00. The attorneys' fees and costs approved by the Court shall be paid directly by Defendant to Class Counsel no later than 30 days after the Effective Date. The timing set forth in this provision is contingent upon the receipt of a W-9, payment instructions from Class

Counsel, and contact information of an individual to voice verify the instructions. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

90. This Settlement is not contingent on approval of the request for attorneys' fees and costs or 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 and costs and Service Awards were not negotiated until after all material terms of the Settlement were agreed upon.

XI. Releases

91. 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 irrevocably released, acquitted, relinquished, and forever discharged Defendant and the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Data Disclosure that the Releasing Parties may have or had.

92. Each Party expressly waives state law or common law claims arising out of or relating to the Data Disclosure 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 also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

93. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims arising out of or which are related to the Data Disclosure, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

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

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

XII. Termination of Settlement

96. 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 IV and the Releases set forth in Section XI 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.

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

98. 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*.

99. In the event this Agreement is terminated or fails to become effective, unless such termination or failure is the result of any action or omission by Plaintiffs, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement

Administration Costs paid or incurred.

XIII. Effect of Termination

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

101. 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.

XIV. No Admission of Liability

102. 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 maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant denies all liability and all allegations of wrongdoing of any kind. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. 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.

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

104. 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.

105. 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.

106. 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.

XV. Miscellaneous Provisions

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

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

109. ***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.

110. ***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.

111. ***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.

112. ***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.

113. ***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.

114. ***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.

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

116. ***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.

117. **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., Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Katrina Carroll
Carroll Shamberg LLC
200 N. LaSalle, Suite 1650
Chicago, IL 60601
katrina@csclassactions.com

Mariya Weekes
Milberg PLLC
333 S.E. 2nd Ave., Suite 2000
Miami, FL 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Alfred J. Saikali
Shook, Hardy & Bacon L.L.P.
201 S. Biscayne Blvd., Suite 3200
Miami, FL 33131
asaikali@shb.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 because of the Notice Program.

118. ***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.

119. ***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.

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

121. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered 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.

122. ***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.

123. ***No Tax Advice.*** The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

124. ***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

CLASS COUNSEL (on behalf of Plaintiffs)

Jeffrey Ostrow

Jeffrey Ostrow (Jun 3, 2026 16:47:10 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Katrina Carroll

KATRINA CARROLL
CARROLL SHAMBERG LLC

Mariya Weekes

Mariya Weekes (Jun 7, 2026 19:47:02 EDT)

MARIYA WEEKES
MILBERG PLLC

MOUNT SINAI MEDICAL CENTER OF FLORIDA

Signed by:

Alexander Eremia

45CBCB0635224F1...

By: Alexander Eremia

Its Senior VP and Chief Legal Officer

MOUNT SINAI MEDICAL CENTER OF FLORIDA'S COUNSEL

ALFRED J. SAIKALI
SHOOK, HARDY & BACON L.L.P.

EXHIBIT 1

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: MT. SINAI MEDICAL CENTER COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

Unique ID: <<UNIQUE ID>>

PIN: <<PIN>>

Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida
Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Fla. a/k/a Mount Sinai Med. Ctr.

If you accessed Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center's Website or Patient Portal between June 10, 2021, and September 18, 2025, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

You can file your Claim Form [here](#).

A Settlement has been reached in a class action lawsuit against Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center ("Defendant") regarding an alleged Data Disclosure of personally identifying, Protected Health Information, and/or confidential communications of Settlement Class members to third-parties via tracking, analytics, and/or advertising technologies on the Website and Patient Portal between June 10, 2021 and September 18, 2025.

Protected Health Information means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Defendant denies any wrongdoing.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals who accessed Defendant's Website or Patient Portal between June 10, 2021, and September 18, 2025.

What Does the Settlement Provide? As a Settlement Class Member, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment: You may submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for a Cash Payment in the estimated amount of \$20.00.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims. More information is available in the [Settlement Agreement](#) and the [Long Form Notice](#).

Medical Data Monitoring: Without submitting a Claim Form, you are receiving an activation code below for one year of free Medical Data Monitoring. After final approval, go to

www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and reimbursement of reasonable costs up to \$500,000.00, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

EXHIBIT 2

Mt. Sinai Data Disclosure
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**BARCODE
NO-PRINT
ZONE**

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

Court-Approved Legal Notice

If you accessed Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center's Website or Patient Portal between June 10, 2021, and September 18, 2025, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

This notice is a summary. Learn more about the Settlement at www.XXXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

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

A Settlement has been reached in a class action lawsuit entitled *Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Fla. a/k/a Mount Sinai Med. Ctr.*, Case No. CACE-26-006904-09 against Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center (“Defendant”) regarding a Data Disclosure of personally identifying, Protected Health Information, and/or confidential communications of Settlement Class members to third-parties via tracking, analytics, and/or advertising technologies on the Website and Patient Portal between June 10, 2021 and September 18, 2025. Protected Health Information means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals who accessed Defendant’s Website or Patient Portal between June 10, 2021, and September 18, 2025.

What does the Settlement Provide? As a Settlement Class Member, you are eligible for the following Settlement Class Member Benefits:

Cash Payment: You may submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for a Cash Payment in the estimated amount of \$20.00;

AND

Medical Data Monitoring: Without submitting a Claim Form, you are receiving an activation code for one year of free Medical Data Monitoring. After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

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

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees and reimbursement of reasonable costs up to \$500,000.00, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

<<UNIQUEID>>

<<PIN>>

CLAIM FORM

Claims must be postmarked or submitted online by Month Day, 20YY.

*Address:

[illegible]

*City:

[illegible]

*State:

--	--

*ZIP Code:

--	--	--	--	--

*Email Address:

[illegible]

Cash Payment: You may submit a Claim Form to receive a Cash Payment in the estimated amount of \$20.00.

1

By checking this box, I affirm I want to receive a Cash Payment.

Settlement Class Member Cash Payments will be subject to a *pro rata* (a) increase if the amount of Valid Claims is insufficient to exhaust the Total Cash Payment; or (b) decrease if the amount of Valid Claims exhausts the Total Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Medical Data Monitoring: Your activation code for one year of free Medical Data Monitoring is located on the informational portion of this notice (you do not need to submit a Claim Form to get your activation code).

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

Mt. Sinai Data Disclosure
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT 3

Mt. Sinai Data Disclosure

Banner Advertisement

Online Display Banner

Frame 1 (Visible 8 seconds):

**If you accessed Mount
Sinai Medical Center of
Florida's Website or
Patient Portal between
June 10, 2021, and
September 18, 2025,**



Frame 2 (Visible 5 seconds):

**you may be entitled
to Class Member
Benefits from a
Settlement.**

Learn More



Mt. Sinai Data Disclosure

Banner Advertisement

Social Media Image



Facebook Newsfeed

Headline (30 characters w/spaces limit): Class Action Settlement

Description (125 characters w/spaces limit): If you accessed Mount Sinai Medical Center of Florida's Website or Patient Portal, you may be entitled to benefits.

Facebook Right Hand Column

Headline (30 characters w/spaces limit): Class Action Settlement

Instagram Newsfeed

Description (85 characters w/spaces limit): Did you access Mount Sinai Medical Center of Florida's Website or Patient Portal?

Linking URL: TBD

EXHIBIT 4

If you accessed Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center's Website or Patient Portal between June 10, 2021, and September 18, 2025, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

- A Settlement has been reached in a class action lawsuit against Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center ("Defendant") regarding a Data Disclosure of personally identifying, Protected Health Information, and /or confidential communications of Settlement Class members to third-parties via tracking, analytics, and/or advertising technologies on the Website and Patient Portal between June 10, 2021 and September 18, 2025.
- Protected Health Information means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations.
- The Settlement Class includes: all living individuals who accessed Defendant's Website or Patient Portal between June 10, 2021, and September 18, 2025.
- If you are a member of the Settlement Class, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment: You may submit a Claim Form to receive a Cash Payment in the estimated amount of \$20.00; **AND**

Medical Data Monitoring: Without submitting a Claim Form, you will receive an activation code for one year of free Medical Data Monitoring. The Medical Data Monitoring activation code is located on your settlement notice and can be activated after final settlement approval.

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

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a Cash Payment is to submit a timely and valid Claim Form. You do not need to submit a Claim Form to receive Medical Data Monitoring.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Cash Payment. Receive Medical Data Monitoring activation code. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, Application for Attorneys' Fees, Costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

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

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Honorable Jeffrey R. Levenson of the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida is overseeing this class action. The lawsuit is known as *Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Fla. a/k/a Mount Sinai Med. Ctr.*, Case No. CACE-26-006904-09 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated regarding a Data Disclosure of personally identifying, Protected Health Information, and /or confidential communications of Settlement Class members to third-parties via tracking, analytics, and/or advertising technologies on the Website and Patient Portal between June 10, 2021 and September 18, 2025.

Protected Health Information means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations, as defined under the Health Insurance Portability and Accountability Act, (HIPAA 42 U.S.C. § 1320d) and related regulations.

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

3. Why is there a Settlement?

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

4. Why is this lawsuit a class action?

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

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

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a living individual who accessed Defendant's Website or Patient Portal between June 10, 2021, and September 18, 2025.

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

Yes. Excluded from the Settlement Class are: (i) Defendant's officers, directors, and employees; (ii) any judge, justice, or judicial officer presiding over the lawsuit and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

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

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

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment: You may submit a Claim Form for a Cash Payment in the estimated amount of \$20.00.

There will be a Total Cash Payment of \$220,000.00 for all Valid Claims. Settlement Class Member Cash Payments will be subject to a *pro rata* (a) increase if the amount of Valid Claims is insufficient to exhaust the Total Cash Payment; or (b) decrease if the amount of Valid Claims exhausts the Total Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Medical Data Monitoring: Without submitting a Claim Form, you will receive an activation code for one year of free Medical Data Monitoring. The Medical Data Monitoring activation code is located on your settlement notice and can be activated after final settlement approval.

After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

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

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

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

10. What are the Released Claims?

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

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

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

Mt. Sinai Data Disclosure
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

You do not need to submit a Claim Form to receive free Medical Data Monitoring.

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

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

Mt. Sinai Data Disclosure
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

The Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

You must file a timely and valid Claim Form to receive a Cash Payment. You do not need to submit a Claim Form to receive free Medical Data Monitoring. After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

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

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

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

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

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

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

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

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

Mt. Sinai Data Disclosure
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

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

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Fla. a/k/a Mount Sinai Med. Ctr.*, Case No. CACE-26-006904-09.

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

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

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

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

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Broward County 201 SE 6 th St. Fort Lauderdale, FL 33301	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Katrina Carroll Carroll Shamberg LLC 200 N. LaSalle Suite 1650 Chicago, IL 60601 Mariya Weekes Milberg PLLC 333 S.E. 2 nd Ave Suite 2000 Miami, FL 33131	Alfred J. Saikali Shook, Hardy & Bacon L.L.P. 201 S. Biscayne Blvd. Suite 3200 Miami, FL 33131	<i>Mt. Sinai</i> <i>Data Disclosure</i> Settlement Administrator PO Box XXXX Portland, OR XXXXX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

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

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and reimbursement of reasonable costs up to \$500,000.00. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,500.00 each for their efforts. If awarded by the Court, the

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

attorneys' fees and costs and the Service Awards will be paid directly by Defendant. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Jeffrey R. Levenson at the Broward County Courthouse, 201 Southeast 6th Street, Fort Lauderdale, Florida 33301. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

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

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

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

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

23. May I speak at the Final Approval Hearing?

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

GET MORE INFORMATION

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

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

Mt. Sinai Data Disclosure

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

Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

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

EXHIBIT 5

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

Mt. Sinai Data Disclosure
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com

Luis Boggiano, et al. v Mount Sinai Med. Ctr. of Florida Data Disclosure Claim Form

Case No. XXXXXXXXX

GENERAL INFORMATION

If you accessed Mount Sinai Medical Center of Florida a/k/a Mount Sinai Medical Center's Website or Patient Portal between June 10, 2021, and September 18, 2025, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for a Cash Payment, outlined below, by visiting the Settlement Website at www.xxxxxxxx.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit a Claim Form by mail, please use the return address at the top of this form.

The easiest way to submit a Claim is online at www.xxxxxxxx.com, or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above. Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you are a Settlement Class Member, you are eligible for the following Settlement Class Member Benefits:

1. **Cash Payment**: You may submit a Claim Form to receive a Cash Payment in the estimated amount of \$20.00;

AND

2. **Medical Data Monitoring**: Without submitting a Claim Form, you will receive an activation code for one year of free Medical Data Monitoring. The Medical Data Monitoring activation code is located on your settlement notice and can be activated after final settlement approval.

Settlement Class Member Cash Payments will be subject to a *pro rata* (a legal term meaning equal share) (a) increase if the amount of Valid Claims is insufficient to exhaust the Total Cash Payment; or (b) decrease if the amount of Valid Claims exhausts the Total Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

* * *

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

For more information and complete instructions visit the Settlement Website at www.xxxxxxxx.com

Please note that the Cash Payments will be distributed after the Settlement is approved by the Court and becomes final. You do not need to submit a Claim Form to receive free Medical Data Monitoring. After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

Contact Information

1. NAME (REQUIRED):

[illegible]

□

[illegible]**2. MAILING ADDRESS (REQUIRED):**[illegible][illegible][illegible]

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3. PHONE NUMBER:

$$\begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline & & & \\ \hline \end{array}$$

4. EMAIL ADDRESS:

[illegible]

5. UNIQUE ID:

[illegible]

6. PIN:

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Medical Data Monitoring

All Settlement Class Members automatically received a code to activate one year of Medical Data Monitoring. The “Activation Code” is located on the Notice sent to Settlement Class Members and includes instructions that the codes may be activated following final approval of the Settlement.

After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

All Settlement Class Members automatically received a code to activate one year of Medical Data Monitoring. The “Activation Code” is located on the Notice sent to Settlement Class Members and includes instructions that the codes may be activated following final approval of the Settlement.

After final approval, go to www.XXXXXX.com or call toll-free XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

Cash Payment

You may submit a Claim Form to receive a Cash Payment in the estimated amount of \$20.00.

☐ By checking this box, I affirm I want to receive a Cash Payment.

Class Member Cash Payments will be subject to a *pro rata* (a legal term meaning equal share) (a) increase if the amount of Valid Claims is insufficient to exhaust the Total Cash Payment; or (b) decrease if the amount of Valid Claims exhausts the Total Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Payment Election

If your claim is eligible, you will receive payment by check unless you select one of the electronic payment options below and provide the email address or phone number associated with your account:

Digital Payment Account

	☐ PayPal ☐ Venmo ☐ Zelle
<i>Provide the email OR phone number, NOT both, associated with your selected digital payment account.</i>	
Email Address:	
Phone Number:	

Signature

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

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

--

Signature

--

Date:

MM	

 -

DD	

 -

YYYY			

Print Name

EXHIBIT 6

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

LUIS BOGGIANO and BARBARA
MCGRATH, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

MOUNT SINAI MEDICAL CENTER OF
FLORIDA, INC. a/k/a MOUNT SINAI
MEDICAL CENTER,

Defendant.

Case No.: CACE-26-006904-09

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

WHEREAS, Plaintiffs,¹ 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. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.

2. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant

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

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.

3. 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 who accessed Defendant's Website or Patient Portal between June 10, 2021, and September 18, 2025.

Excluded from the Settlement Class are (i) Defendant's officers, directors, and employees; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

4. 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.

5. The Court finds that, for purposes of settlement: the number of Settlement Class Members is so numerous that joinder is impracticable; there are questions of law and fact common to the Settlement Class Members; the claims of the Plaintiffs are typical of the claims of the Settlement Class Members; the Plaintiffs are adequate representative for the Settlement Class, and

have retained experienced and adequate Class Counsel; the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

6. 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., Katrina Carroll of Carroll Shamberg LLC, and Mariya Weekes of Milberg, PLLC.

7. The Parties have selected Atticus Administration, LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints Atticus and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

8. The Parties have prepared the Notices, which are attached to the Agreement. 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.

9. The Court has carefully reviewed and hereby approves the Notices 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 Program be implemented as outlined in the Agreement.

10. 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 Opt-Out Deadline (30 days before the initial scheduled Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notices. 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 the Final Approval Order.

11. 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.

12. 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 five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the

Settlement and/or Application for Attorneys' Fees, 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 five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests.

13. 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 Objection Deadline (30 days before the initial scheduled Final Approval Hearing), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

14. 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 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.

15. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th St, Fort Lauderdale, Florida 33301, or virtually by video. 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 Award to the Class Representative. 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.

16. 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 45 days before the initial scheduled Final Approval Hearing

Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	To be noticed separately (at least 120 days from Preliminary Approval Order)

17. 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 Broward County, Florida, on this ____ day of _____, 2026.

HONORABLE JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE

EXHIBIT 7

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

LUIS BOGGIANO and BARBARA
MCGRATH, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

MOUNT SINAI MEDICAL CENTER
OF FLORIDA, INC. a/k/a MOUNT
SINAI MEDICAL CENTER,

Defendant.

Case No.: CACE-26-006904-09

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow, Katrina Carroll, and Mariya Weekes Class Counsel; (5) appointed Atticus Administration, LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice, Email Notice, Publication Notice,

and the Long Form Notice available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections to the Settlement and ____ Settlement Class Members opted-out of the Settlement;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220 and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. 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.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Plaintiffs are typical of the claims of the Settlement Class Members; (4) the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

All living individuals who accessed Defendant's Website or Patient Portal between June 10, 2021, and September 18, 2025.

Excluded from the Settlement Class are (i) Defendant's officers, directors, and employees; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

14. _____, _____, and _____ have opted-out of the Settlement. These Settlement Class Members will not be bound by this Final Approval Order, the Final Judgment, or the Agreement and Releases contained therein.

15. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

17. Class Counsel is awarded \$_____ for attorneys' fees and costs. This payment shall be made by the Defendant in accordance with the Agreement. The Court evaluated Class Counsel's request, and concludes that amount is fair and within the range of reason.

18. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each. The Service Awards shall be payable by the Defendant in accordance with the Agreement.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and

releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Broward County, Florida, this _____ day of _____, 2026.

HONORABLE JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mount Sinai Medical Center of Florida Settlement Resolves Class Action Over Patient Portal Tracking Pixels](#)
