

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

ROBERT ALEJNIKOV and DANIEL
BALDWIN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

WATERSTREET COMPANY,

Defendant.

CASE NO.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually and on behalf of the Settlement Class and Defendant, by and through their undersigned counsel. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a software provider of property and casualty insurance that supports insurance carriers, managing general agents, and start-ups.

2. In the ordinary course of operating its business, Defendant receives and maintains the Private Information pertaining to the insureds of insurance carrier clients.

3. On March 17, 2025, Defendant discovered suspicious activity related to its environment. In response, Defendant promptly responded and launched an investigation to confirm

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

the nature and scope of the activity. The investigation determined that an unauthorized third party accessed certain files that potentially impacted the Private Information of 70,072 individuals.

4. Beginning May 7, 2025, Defendant provided written notice of the Data Incident to potentially impacted individuals.

5. Plaintiffs filed the Complaint seeking to represent all individuals potentially impacted by and harmed as a result of the Data Incident.

6. In an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties discussed a settlement of this Action.

7. The Parties engaged in a private mediation on February 19, 2026, that resulted in the Parties reaching an agreement on the essential terms of a settlement to resolve the Action.

8. The Parties now intend to fully, finally, and forever resolve, discharge, release, and settle the Action, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims and Unknown Claims against the Releasing Parties.

9. The Parties concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the Action on the terms set forth below to avoid the burdens, risks, and extensive costs associated with this Action. This Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against the Releasing Parties relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class.

10. The Parties enter into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident, the subject-matter of the Action, and to avoid the litigation costs and expenses, distractions, burden, expense, and

disruption associated with further litigation. Defendant denied and continues to deny any wrongdoing whatsoever, and this Agreement 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 assertions of wrongdoing that have been or could have been claimed in the Complaint. This Agreement should not be construed or deemed as a deficiency in any defenses or arguments that Defendant asserted or could have asserted in relation to this Action. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received as 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. 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 the Settlement Class.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree, subject to approval by the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Parties and the Settlement Class, except any Settlement Class Member who lawfully opt out of the Settlement Agreement, based upon the following terms and conditions of this Settlement Agreement.

II. Definitions

11. “**Action**” means the above-captioned action, *Robert Alejnikov, et al. v WaterStreet Co.*, Case No. CACE-26-005928 (Fla. Cir. Ct., Broward Cnty.).

12. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this settlement agreement between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant.

13. “**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.

14. “**Cash Payment**” means the cash compensation paid to a Settlement Class Member that submits a Valid Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash, as discussed in Section IV.

15. “**Cash Payment A – Documented Losses**” means the cash compensation per Settlement Class Member with a maximum payment of \$3,000.00 that a Settlement Class Member with documented losses may elect with the submission of a Valid Claim in accordance with the Settlement, as discussed in Section IV, subsection a.

16. “**Cash Payment B – Alternate Cash**” means the cash compensation per Settlement Class Member of an estimated \$55.00 that a Settlement Class Member may elect with a Valid Claim under the Settlement, as discussed in Section IV, subsection b.

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

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

19. “**Claim Form**” means the proof of a Claim that a Settlement Class Member must submit to be eligible for relief under there terms of the Settlement, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

20. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form must be postmarked or submitted electronically to the Settlement Website or to the Settlement Administrator for a Settlement Class Member to be eligible for any of the Settlement Class Member Benefits.

21. “**Claim Process**” means the process by which a Claimant submits a Claim Form to the Settlement Administrator or online through the Settlement Website, and the Settlement Administrator determines whether the Claim is a Valid Claim.

22. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg LLC, Rachel Dapeer of Dapeer Law, P.A., and Manuel Hiraldo of Hiraldo Law P.A.

23. “**Class List**” means the list provided by Defendant to the Settlement Administrator of the full names along with the current or last known addresses of the Settlement Class Members for the purpose of effectuating Notice.

24. “**Class Representatives**” means the Plaintiffs subject to the Court’s approval to serve as representatives of the Settlement Class.

25. “**Complaint**” means the putative class action complaint filed in this Action on April 9, 2026.

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

27. “**Credit Monitoring**” means the three years with one credit bureau of credit monitoring that a Settlement Class Member may elect as part of the Settlement Class Member Benefits under the Settlement.

28. “**Data Incident**” means the unauthorized access to certain files within Defendant’s network environment on March 17, 2025, resulting in the potential exposure of the Settlement Class’ Private Information, which is the subject of this Action.

29. “**Defendant**” means WaterStreet Company.

30. “**Defendant’s Counsel**” means Carolyn Purwin Ryan and Emmanuella Jean-Jacques of Mullen Coughlin LLC.

31. “**Defendant’s Clients**” means the WaterStreet Company customers that written notice of the Data Incident were provided on behalf of between May 7, and September 3, 2025.

32. “**Effective Date**” means the day after the entry of the Final Approval Order without material change of the Settlement Agreement and the Court certifies the Settlement Class for settlement purposes, 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 as of the date on which all times to appeal or seek permission to appeal themselves have expired; or (b) if appeals are taken from the Final Approval Order, then

(i) the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order and the appeal or review proceeding has concluded and the Final Approval Order is no longer subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order in all material respects, or

(ii) 30 days after the entry of a dismissal of the appeal and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order in all material respects.

Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect the Effective Date.

33. “**Final**” means each and every of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) Order(s) have been entered by the Court certifying the Settlement Class for settlement purposes, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided herein; (3) the Court-approved Notice has been sent and the Settlement Website has been fully created and maintained as ordered by the Court; (4) the Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided herein; and (5) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect whether the Judgment in this matter is Final.

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

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

36. “**Final Approval Order**” means the last order of the Court granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the

Parties, similar in form attached hereto as *Exhibit 5*, and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees, costs awarded to Class Counsel, and Service Awards to the Class Representatives.

37. “**Judgment**” means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class for settlement purposes, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement Agreement. Any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect whether the Judgment in this matter is Final or any other aspect of the Judgment.

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

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

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

41. “**Notice**” means the Postcard Notice and Long Form Notice subject to Defendant's approval that will be provided to the Settlement Class and that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Deadline**” means the date by which the Settlement Administrator must first mail notice to the Settlement Class pursuant to the Notice Program, which shall be 30 days after the Court has entered the Preliminary Approval Order.

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

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

45. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as 60 days after the Notice Deadline, or such other date as ordered by the Court. The postmark date shall constitute evidence of the date of mailing for these purposes.

46. “**Opt-Out Deadline**” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline, or such other date as ordered by the Court. The postmark date shall constitute evidence of the date of mailing for these purposes.

47. “**Parties**” means, collectively, WaterStreet and Plaintiffs, individually and on behalf of the Settlement Class.

48. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and

any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

49. “**Plaintiffs**” means Robert Alejnikov and Daniel Baldwin.

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

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

52. “**Preliminary Approval Order**” means the Court order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

53. “**Private Information**” means some combination of names, taxpayer identification number, bank account information, and Social Security numbers. This list is not meant to be exclusive. The term “Private Information” is not intended here, nor should it be viewed as, referring to this term or similar term in any statute or source of law beyond this Agreement.

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

55. “**Released Claims**” means the claims asserted in Plaintiffs’ Complaint in the Action, related actions, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class along with any and all past, present, and future, actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, liquidated or unliquidated, accrued or unaccrued, disclosed or undisclosed, matured or unmatured, suspected or unsuspected claims, demands, liabilities, losses, judgments, suits, matters, remedies, claims,

actions, rights, causes of action, damages, restitution, penalties, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees, obligations, and/or issues of any kind, including, but not limited to, assigned claims, Unknown Claims, and/or assertions in law or in equity, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, constitution, ordinance, treaty, regulation, county, city, municipality, local, statutory or common law or any other law or jurisdiction outside the U.S., against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident that Plaintiffs or any Settlement Class Member ever had, now has, or hereinafter may have, prior to entry of the Final Approval Order and Judgment in this Action or any related actions.

56. “**Released Parties**” means Defendant, each entity which is controlled by, controlling or under common control with Defendant, and Defendant’s Clients, , along with their past, present, and future direct and indirect heirs, assigns, estates, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, third-party administrators, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, companies, partnerships, contractors, servants, providers, partners, principals, customers, companies, coinsurers, underwriters, joint ventures, personal representatives, transferees, and including, without limitation, any Person related to the aforementioned parties who is, was, or could have been named as a defendant in the Action.

57. “**Releasing Parties**” means Plaintiffs and the Settlement Class (that does not opt-out of the Settlement), jointly and severally, and individually and collectively, along with their

respective past, present, and future heirs, beneficiaries, affiliates of any kind, representatives, conservators, executors, estates, administrators, partners, devisees, trustees, assigns, agents, attorneys, grantees, accountants, financial and other advisors, managers, indemnitors, insurers, predecessors, successors, and any other Person acting on any of these aforementioned parties behalf.

58. “**Service Awards**” means the payments the Court may award the Class Representatives for serving on behalf of the Settlement Class.

59. “**Settlement Administrator**” means Simpluris, Inc. or Simpluris, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Parties and approved by the Court.

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

61. “**Settlement Class**” means all living individuals residing in the U.S. who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) any Settlement Class Member who timely opts-out of the Settlement Class in accordance with Section VII; (5) the attorneys representing the Parties in the Action; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation.

62. “**Settlement Class Member**” means any member of the Settlement Class.

63. “**Settlement Class Member Benefits**” means the Cash Payment and/or Credit Monitoring, elected by a Settlement Class Member.

64. “**Settlement Website**” means the website the Settlement Administrator will establish pursuant to Section VI as a means for a Settlement Class Member to submit a Claim Form and obtain notice and information about the Settlement, including, but not limited to, 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 90 days after Final Approval.

65. “**U.S.**” means the United States

66. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties relating the Data Incident, that if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

67. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement

Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

68. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that the Action shall proceed as a class action; provided however, that if (1) a Final Approval Order is not issued, (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated as set forth in Section XIII of the Agreement, then this Agreement and any certification shall be null and void and, the Action shall proceed as through the Settlement Class has never been certified, without prejudice to the Parties' position on the issue of class certification or any other issue. 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.

69. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

IV. Settlement Class Member Benefits

70. A Settlement Class Member must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from the Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or

Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or a Settlement Class Member opts-out of the Settlement, he or she will not receive the Settlement Class Member Benefits and releases same.

71. In the event the claimed amount of payments for the Settlement Class Member Benefits exceeds \$500,000.00, then the value of the Settlement Class Member Benefits shall be reduced on a *pro rata* basis, such that the aggregate value of all such payments in total does not exceed \$500,000.00.

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

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$3,000.00 per Settlement Class Member upon presentment of reasonable documented losses resulting from fraud and/or identity theft as a result of the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses resulting from fraud and/or identity theft. A Settlement Class Member will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid on or after March 17, 2025, through the Claim Form Deadline. Non-exhaustive examples of reasonable documentation include receipts, bills, invoices, telephone records, and correspondence. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. A Settlement Class Member shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source,

including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement. The loss must have been more likely than not caused by the Data Incident, and must have occurred between March 17, 2025, and the Claim Form Deadline. The Settlement Class Member must also have also made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if his or her Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and it will be as if he or she elect the option of Cash Payment B. In the event the aggregate claimed amount of payments for Cash Payment A is close to exceeding \$500,000.00, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all the payments under the Settlement Class Member Benefits does not exceed \$500,000.00.

b. **Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternate cash payment in the amount of \$55.00. The maximum amount payable to the Settlement Class for Cash Payment B shall be \$500,000. In the event there are more than 7,090 claims for Cash Payment B, the distribution amounts amongst those who submitted Valid Claims for Cash Payment B will be reduced *pro rata*, such that the aggregate value of all such payments does not exceed \$500,000.00.

c. **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, a Settlement Class Member may also make a Claim for Credit Monitoring that will include three years with one credit bureau of credit monitoring and financial fraud insurance coverage for up to \$1,000,000.00.

d. Injunctive Relief

Prior to Final Approval, Defendant will provide Class Counsel with a confidential security attestation regarding security measures Defendant implemented following the Data Incident. The costs of any such security measures on the part of Defendant shall be fully borne by it, and under no circumstances will such costs be deducted from Defendant's payments of the Settlement Class Member Benefits. Defendant will include in the attestation the amount incurred and that it intends to incur in the future as a result of the enhancements.

e. Settlement Administration Costs

Defendant shall be solely responsible for the payment of all Settlement Administration Costs, which is separate from Defendant's obligation to pay the Settlement Class Member Benefits. Defendant shall pay the Settlement Administration Costs to the Settlement Administrator pursuant to a separate agreement between the Defendant and the Settlement Administrator.

V. Settlement Approval

72. Within two days of signing this Agreement, Plaintiffs shall file their unopposed Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for members of the Settlement Class to opt-out of the Settlement or for a Settlement

Class Member to object to the Settlement; (6) appoint Simpluris as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Mariya Weekes, Rachel Dapeer, and Manuel Hiraldo 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

73. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the U.S. Constitution and the state of Florida.

74. 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, assessing Claim Forms and determining whether they are supported by reasonable documentation, distributing the Cash Payments, and issuing Credit Monitoring activation code to a Settlement Class Member that submits a Valid Claim.

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

- a. Obtain the Class List to complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from a Settlement Class Member;
- b. Receive and review a Claim Form and notify a Claimant of a deficient Claim Form using the Notice of Deficiency;
- c. Send Settlement Class Member Benefits to a Settlement Class Member that submits a Valid Claim;

- d. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from any members of the Settlement Class, and a Claim Form;
- e. Establish and maintain the Settlement Website to provide important information, approved by the Parties, and to receive an electronic Claim Form;
- f. Establish and maintain an automated toll-free telephone line for members of the Settlement Class to call with Settlement-related inquiries, and answer the frequently asked questions of members of the Settlement Class who call with or otherwise communicate such inquiries;
- g. Respond to any inquiries mailed by a Settlement Class Member;
- h. Process all opt-out requests from the Settlement Class;
- i. Provide weekly reports to Class Counsel and Defendant's Counsel during the Claims Process and after the Claim Form Deadline that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information.
- j. Provide a copy of the opt-out requests and objections to Class Counsel and Defendant's Counsel upon receipt. If the Settlement Administrator receives any opt-out requests, objections, or other requests from a Settlement Class Member after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- k. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- l. Reviewing Claim Forms submitted by a Settlement Class Member to determine whether he or she is eligible for a Cash Payment;

- m. Email a Credit Monitoring activation code to any Settlement Class Member that elects Credit Monitoring in a proper and timely manner;
- n. Collecting from Defendant and/or their insurer(s) the cash necessary to pay a Valid Claim for a Cash Payment;
- o. Distributing a Cash Payment to a Settlement Class Member that submits a Valid Claim; and
- p. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Cash Payments have been properly distributed.

76. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement Class Member Benefits; (iii) the determination, administration, calculation or payment of Settlement Class Member Benefits; or (iv) the payment or withholding of any taxes and tax-related expenses.

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

77. Defendant will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class Lists to accomplish the Notice Program and otherwise administer the Settlement.

78. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

79. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline;

(d) the Opt-Out Deadline for a Settlement Class Member to timely exclude themselves from the Settlement Class; (e) the Objection Deadline for a Settlement Class Member to timely object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; (g) direct a Settlement Class Member to review the Long Form Notice for more information and to obtain the opt-out and objection instructions; and (h) the Settlement Website address where a Settlement Class Member may access this Agreement and other related documents and information regarding the Settlement. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

80. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved 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, along with the Long Form Notice, other relevant documents, and information.

81. The Long Form Notice shall also include: (a) a description of the material terms of the Settlement; (b) a fair summary of the Parties' respective litigation positions; (c) the process and instructions for submitting a Claim; (d) the requested attorneys' fees; (e) the procedure for a Settlement Class Member to opt-out of the Settlement Class; (f) the date time, and place of the Final Approval Hearing; (g) the procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards

82. 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. 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. Any Settlement Class Member who does timely and validly request to opt-out shall not receive any of the Settlement Class Member Benefits or be bound by the terms of this Settlement Agreement. No Settlement Class Member can submit a request to opt-out on behalf of another Settlement Class Member, as a group, and/or in the aggregate. Such requests shall be void and will be treated as part of the Settlement Class and be bound by this Settlement Agreement, including the Release contained herein, unless he or she submits a valid and timely request to opt-out.

83. 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.

84. 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. a statement as to whether the objection applies only to the objector, to a specific

- subset of the class, or to the entire class;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - 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 objector's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
 - f. whether the objector and/or the objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;
 - g. a list of all individuals who will be called to testify at the Final Approval Hearing in support of the objection (if any); 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. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth in this Paragraph shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the objection process, as outlined in this Paragraph. If a member of the Settlement Class submits an opt-out request and an objections, that individual shall be deemed to have opted-out of the Settlement Class and to not

have a valid objection.

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

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

VIII. Claim Process and Disbursement of Cash Payments

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

88. 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.

89. 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 Agreement 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 and plausible. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim. The determination of a Valid Claim includes the following considerations:

- a. Whether a Claimant is a Settlement Class Member;

- b. Whether a Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support a claim for Cash Payment A – Documented Losses, as set forth in Paragraph 71;
- c. Whether the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Settlement Administrator should consider whether the timing of the loss occurred on or after March 17, 2025, along with whether the Private Information used to commit identity theft or fraud consisted of the type of Private Information identified as potentially impacted in Defendant’s notices of the Data Incident.

The Settlement Administrator may, at any time, request from the Claimant, in writing, additional information as the Settlement Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses.

90. 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.

91. 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.

92. Claim Forms that do not meet the terms and conditions of this Settlement Agreement 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 reconsideration. 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's Counsel and Class Counsel otherwise agree.

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

- 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 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 Agreement.

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

95. 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 any Claim Form and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

96. No Person 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.

97. The Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay for the Cash Payments for Documented Losses and for Credit Monitoring no later than 45 days after the Effective Date. The Defendant must pay the Settlement Administrator the amount on the invoice within 15 days of receipt.

98. The Settlement Administrator shall distribute the Settlement Class Member Benefits to a member with a Valid Claim no later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later.

99. A Cash Payment to a Settlement Class Member will be made by electronic payment or by paper check. Settlement Class Members will choose their form of payment on their Claim Form. In the event the Settlement Administrator is unable to distribute funds to a Settlement Class Member entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit his or her entitlement right to the funds.

100. The Settlement Administrator will send an email to a Settlement Class Member with a Valid Claim that includes an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

101. Any Settlement Class Member who fails to timely submit a claim for the Settlement

Class Member Benefits described herein by the Claim Form Deadline shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the Release contained herein and the Judgment.

IX. Final Approval Order and Final Judgment

102. 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 date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments 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 arguments at the Final Approval Hearing from any Settlement Class Member (or his or her counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

X. Service Awards, Attorneys' Fees and Costs

104. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Defendant would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court.

105. *Service Awards* – In recognition of the time and effort the Class Representative 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 a Service Awards for the Class Representative in an amount not to exceed \$2,500.00 for each Plaintiff. If approved, the Service Awards shall be paid separately from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date. Class Counsel shall thereafter distribute the award of the Service Awards to Plaintiffs. Defendant and the Settlement Administrator shall have no responsibility, liability, or other obligation concerning the distribution of Service Awards to Plaintiffs.

106. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$282,500.00, to be paid by Defendant separate from Defendant's obligation to pay the Settlement Administration Costs and the Settlement Class Member Benefits

to members of the Settlement Class. Defendant shall pay or cause to be paid the attorneys' fees and cost approved by the Court by wire transfer to Class Counsel to an account designated by Class Counsel within 30 days of the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel. Defendant and the Settlement Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel.

107. The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Awards to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. This Settlement is not contingent on approval of the request for attorneys' fees, 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. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement. The provisions for attorneys' fees and costs and Service Awards were not negotiated until after all material terms of the Settlement were agreed-upon by the Parties.

XI. Releases

108. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished,

and completely discharged the Released Parties from any and all Released Claims (including Unknown Claims). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims (including Unknown Claims).

109. With respect to any and all Released Claims and Unknown Claims, the Releasing Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the Settlement Class Member intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the U.S. 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, which is similar, comparable, or equivalent to California Civil Code § 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 may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims and the Data Incident, or could incur or suffer damages, injuries, or loss which are in some way related to the Released Claims that are unknown or unanticipated at the time that

this Agreement is executed by the Parties, but the Releasing Parties, except a Settlement Class Member that opts-out of the Settlement, expressly and knowingly waive and relinquish these rights and benefits. By operation of the Final Approval Order, the Releasing Parties, except a Settlement Class Member that opts-out of the Settlement, understand and assume this risk, and it is agreed and understood that the releases being provided SHALL APPLY TO ALL UNKNOWN AND UNANTICIPATED CLAIMS RELATING TO THE DATA INCIDENT, AS WELL AS THOSE KNOWN AND ANTICIPATED. The Parties acknowledge, and a Settlement Class Member that does not opt-out of the Settlement, shall be deemed by operation of the Judgment, to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which the Releases are a part of.

110. A Settlement Class Member who opts-out of the Settlement prior to the Opt-Out Deadline does not Release his or her claim arising out of or related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

111. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the Release contained in this Settlement Agreement. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and a Settlement Class Member that does not opt-out; and (b) Plaintiffs and a Settlement Class Member that does not opt-out stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member, or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

112. Notwithstanding any term herein, neither Defendant nor the Released Parties, shall

have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, Class Counsel, and any Settlement Class Member that does not opt-out of the Settlement.

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

XII. Termination of Settlement

114. 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 and the Releases set forth in this Agreement;
- b. The Court has entered the Preliminary Approval Order without material change;
- 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.

115. 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.

116. In the event that the Settlement Administrator notifies Defendant's Counsel that 1% or more of the Settlement Class have filed valid opt-out requests after the Opt-Out Deadline, Defendant shall have the right to terminate this Agreement by sending written notice to Class Counsel within 7 days of receiving notice from the Settlement Administrator.

117. If: (a) the Court declines to issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur due to Court action; or (c) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall

have 60 days from the date of either aforementioned non-occurrence/occurrence to work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement through written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

118. 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*.

XIII. Effect of Termination

119. 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, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

120. Any orders preliminarily or finally approving the certification of any class

contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any Person in support of or in opposition to any claims or defenses for a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any Person, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all the Parties' respective pre-Settlement claims and defenses will be preserved.

121. 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

122. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. The Parties have 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. It is agreed that no party shall have any liability to any other party as it relates to the Action, except as set forth in the Settlement Agreement.

XV. Miscellaneous Provisions

128. **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, reinsurers, brokers, agents, and other Person as required by securities laws, other applicable laws and regulations, and as necessary to effectuate the Settlement.

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

130. **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. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

131. **Payments.** All dollar amounts are in United States dollars (USD). All checks made in furtherance of the Settlement shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." These checks shall bear in the legend that they expire if not negotiated within 90 days of their date of issue. Checks that

are not negotiated within 90 days of their date of issue shall not be reissued, unless a check is returned as undeliverable. If a Settlement Class Member fails to cash a check issued under this Settlement Agreement before it becomes void, that Settlement Class Member will have failed to meet a condition precedent to recovery of the Settlement benefits. Therefore, that Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make another payment to that Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Settlement Class Member. The Settlement Class Member, however, will remain bound by all terms of the Settlement Agreement.

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

131. ***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.

132. ***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. This Agreement supersedes all previous agreements made between Defendant and Plaintiffs. Any agreements reached between Defendant,

Plaintiffs, and any third party, are expressly excluded from this provision.

133. **Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

134. **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.

135. **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.

136. **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. A complete set of original executed counterparts shall be filed with the Court.

137. **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.

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

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

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

Rachel Dapeer
Dapeer Law, P.A.
520 S. Dixie Hwy, Ste. 240
Hallandale Beach, FL 33009
www.dapeer.com

Manuel Hiraldo
Hiraldo P.A.
401 E. las Olas Blvd., Ste. 1400
Fort Lauderdale, FL 33301
mhiraldo@hiral dolaw.com

If to Defendant or Defendant's Counsel:

Carolyn Purwin Ryan
Emmanuella Jean-Jacques
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
cpurwinryan@mullen.law
ejeanjacques@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

139. ***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 preliminarily approved or approved by the Court.

140. ***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.

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

142. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

143. ***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.

144. ***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. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis.

145. ***Severability.*** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

Signature Page to Follow

PLAINTIFFS

ROBERT ALEJNIKOV



DANIEL BALDWIN

CLASS COUNSEL (on behalf of Plaintiffs)

**JEFF OSTROW
KOPELOWITZ OSTROW P.A.**

PLAINTIFFS

Robert Alejnikov
Robert Alejnikov (May 5, 2020 11:37:39 EDT)

ROBERT ALEJNIKOV

DANIEL BALDWIN

CLASS COUNSEL (on behalf of Plaintiffs)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Apr 20, 2020 12:30 29 EDT)
MARIYA WEEKES
MILBERG PLLC

RACHEL DAPPER
DAPEER LAW, P.A.

MANUEL HIRALDO
HIRALDO P.A.

DEFENDANT

Water Street Company
By: *[Signature]*
Its *CEO*

DEFENDANT'S COUNSEL

CAROLYN PURWIN RYAN
MULLEN COUGHLIN LLC

PLAINTIFFS

ROBERT ALEJNIKOV

DANIEL BALDWIN

CLASS COUNSEL (on behalf of Plaintiffs)

Jeffrey Ostrow
Jeffrey Ostrow (Apr 13, 2026 15:27:32 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Apr 13, 2026 15:40:25 EDT)

MARIYA WEEKES
MILBERG PLLC

Rachel Dapeer
Rachel Dapeer (Apr 13, 2026 15:06:11 EDT)

RACHEL DAPPER
DAPEER LAW, P.A.

Manuel Hiraldo

MANUEL HIRALDO
HIRALDO P.A.

DEFENDANT

Water Street Company
By: Albert
Its CEO

DEFENDANT'S COUNSEL

CAROLYN PURWIN RYAN
MULLEN COUGHLIN LLC

EXHIBIT 1

WaterStreet Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

*Robert Alejnikov et al. v.
WaterStreet Company*
Case No. CACE-26-005928

**IF YOUR PRIVATE INFORMATION WAS
POTENTIALLY IMPACTED IN THE MARCH
2025 DATA INCIDENT EXPERIENCED BY
WATERSTREET COMPANY, A PROPOSED
CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS, AND YOU MAY BE ENTITLED
TO BENEFITS.**

*The 17th Judicial Circuit for Broward County,
Florida has authorized this Notice.*

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITE.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX-«LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

]

WHY AM I RECEIVING THIS NOTICE? A proposed Settlement has been reached with WaterStreet Company ("WaterStreet") in a class action lawsuit ("Settlement") arising out of a cyber incident on March 17, 2025 (the "Data Incident").

WaterStreet denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid costs, risks, disruption, and uncertainties of continued litigation. WaterStreet's records indicate that you are a Settlement Class Member that will be affected by the Settlement, and are entitled to benefits under the Settlement.

WHO IS INCLUDED IN THE SETTLEMENT? The Court has defined the class as: "All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel", to represent you and members of the Settlement Class.

WHAT DOES THE SETTLEMENT PROVIDE? You can claim three years of Credit Monitoring.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to enroll. Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

Additional Benefits:

Cash Payment A: For reasonably documented losses resulting from fraud and/or identity theft on or after March 17, 2025, as a result of the Data Incident, you can get up to **\$3,000.00**; **OR**

Cash Payment B: You can get a one-time payment of **\$55.00**. Cash Payment A or B are subject to *pro rata* reduction. Please visit WEBSITE for a full description of the Settlement and the Settlement Member Benefits.

HOW TO CLAIM THE SETTLEMENT MEMBER BENEFITS? For Cash Payment A, you must submit your claim online at Website. Otherwise, you may fill out the Claim Form below by tearing at the perforation and returning it by U.S. Mail. For a full paper Claim Form call 1-XXX-XXX-XXXX. Claims must be submitted online by [Claims Deadline] or submitted by mail with a postmark no later than [Claims Deadline].

WHAT IF I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT? If you do not want to be legally bound by the Settlement or the Release, you must opt-out by [Opt-Out Deadline] and cannot claim the benefits from the Settlement.

If you want to object to the Settlement, Class Counsel's Attorneys' Fees and Costs, and/or the Class Representative Service Awards by [Objection Deadline]. For complete details on how to opt-out or object, please visit WEBSITE.

WHEN WILL THE COURT APPROVE THE SETTLEMENT? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider any objections and determine whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$282,500, and \$2,500 as a service award for each of the Plaintiffs. You or your attorney may request to attend the hearing at your own cost, but you are not required to do so. The date or time of the hearing may change, so please check WEBSITE for updates.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

US Postage

WaterStreet Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Robert Alejnikov et al. v. WaterStreet Company

Case No. CACE-26-005928

The 17th Judicial Circuit for Broward County, Florida

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE MARCH 2025 DATA INCIDENT EXPERIENCED BY WATERSTREET COMPANY, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO BENEFITS

The 17th Judicial Circuit for Broward County, Florida has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A proposed Settlement has been reached with WaterStreet Company (“WaterStreet” or “Defendant”) in a class action lawsuit arising out of a cyber incident that resulted in unauthorized access to certain files that contained Private Information on March 17, 2025 (the “Data Incident”). The Private Information potentially impacted includes names along with one or more of the following: taxpayer identification number, bank account information and/or Social Security numbers.
- The lawsuit is called *Robert Alejnikov et al. v. WaterStreet Company*, Case No. CACE-26-005928. It is pending in the 17th Judicial Circuit for Broward County, Florida (the “Litigation”).
- WaterStreet denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- WaterStreet's records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from WaterStreet.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely, but further details are available in the Settlement Agreement, which can be found online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against WaterStreet related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for the Settlement Class Member Benefits.	_____, 2026
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against WaterStreet related to the legal claims resolved and released by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement, and it becomes final.
- All capitalized terms in this Notice are defined in the Settlement Agreement, including Section II. You can view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS..... 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 6
OPTING OUT FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7
THE COURT’S FINAL APPROVAL HEARING 9
IF I DO NOTHING 9
GETTING MORE INFORMATION 10

Basic Information

1. Why was this Notice issued?

The 17th Judicial Circuit for Broward County, Florida authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who can receive the benefits, and how to receive those benefits.

The lawsuit is called *Robert Alejnikov et al. v. WaterStreet Company*, Case No. CACE-26-005928. It is pending in the 17th Judicial Circuit for Broward County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, WaterStreet Company, is called the “Defendant.”

2. What is this lawsuit about?

On March 17, 2025, WaterStreet discovered suspicious activity related to its network environment. In response, WaterStreet promptly launched an investigation to confirm the nature and scope of the activity. The investigation revealed that an unauthorized actor accessed certain files on March 17, 2025 (the “Data Incident”). WaterStreet then conducted a thorough review of the files and identified the potential access to personal information such as name, Social Security numbers, bank account information, and taxpayer identification number.

On date, Plaintiffs filed a class action Complaint against WaterStreet in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, alleging negligence, breach of implied contract, and unjust enrichment, in relation to the Data Incident.

WaterStreet 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. Visit WEBSITE to view the Complaint.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives”. Together, the people included in the class action are called a “Settlement Class” or “Class Members”. One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representatives are Robert Alejnikov and Daniel Baldwin. Everyone included in this Action are members of the Settlement Class.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the members of the Settlement Class to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all members of the Settlement Class.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors, officers, and agents of WaterStreet, or its respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) any Settlement Class Member who timely opt-outs of the Settlement Class as instructed in the Settlement Agreement; (5) the attorneys representing the Plaintiffs and WaterStreet in the lawsuit; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: WaterStreet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All members of the Settlement Class may claim **Credit Monitoring** and one of the two **Cash Payment** options. There is a cap of \$500,000 on Cash Payments. This means that if the total value of benefits claimed is over \$500,000, everyone's payments will be reduced *pro rata* so that they add up to \$500,000. The benefits are explained in more detail below.

CREDIT MONITORING. All members of the Settlement Class are eligible to enroll in three years of CyEx Financial Shield Complete. Enrollment codes will be sent either via email or by a Postcard mailed to you. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement (*i.e.* approves the Settlement).

If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. You may claim only one payment from the two options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between March 17, 2025, and [Claims Deadline]. You must have also made reasonable efforts to avoid, or seek reimbursement for, the loss.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof should show that your expenses were because of the Data Incident or more likely than not caused by the Data Incident.

Again, personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but may be used to provide clarification, context, or support for other reasonable documentation.

You cannot claim a payment for expenses that have already been reimbursed by a third party. This includes reimbursement in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by WaterStreet or otherwise. There will also be no payments for emotional distress, personal/bodily injury, or to punish WaterStreet.

This payment may be smaller depending on the total claims filed.

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time cash payment. This payment is expected to be **\$55.00**, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: WaterStreet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Settlement Class?

If you stay in the Settlement Class and do not opt-out, you will not be able to be part of any other lawsuit against WaterStreet (and the Released Parties) or separately file a lawsuit about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XI) describes the legal claims that you are giving up and against whom, if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). All submissions for Cash Payment A – Documented Losses, must be submitted online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

WaterStreet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

For more information about the Claim Process, please review Section VIII of the Settlement Agreement. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (**see Question 18 for more information about the Final Approval Hearing**). If the Court approves the Settlement, then Settlement payments will be distributed for all Valid Claims filed by [Claims Deadline]. More information about this process can be found in the Settlement Agreement (Section VIII). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Settlement payments cannot be distributed if there are any appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

So Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved. Please be patient and check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

It is your responsibility to inform the Settlement Administrator of any updates to your information after the submission of your Claim Form.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weekes of Milberg LLC; Rachel Dapeer of Dapeer Law, P.A.; and Manuel Hiraldo of Hiraldo Law P.A. ("Class Counsel"), to represent you and other members of the Settlement Class.

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$282,500.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by WaterStreet and is separate from WaterStreet's payment of the Settlement Administration Costs and the Settlement Class Member Benefits.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by WaterStreet and separately from WaterStreet's payment of the Settlement Administration Costs and the Settlement Class Member Benefits.

The Court may award less than these amounts.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement or bound by the Agreement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits or payment, if you opt-out. However, you will keep any rights you may have to sue WaterStreet (and the Released Parties) on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Robert Alejnikov et al. v. WaterStreet Company*, Case No. CACE-26-005928, pending in the 17th Judicial Circuit for Broward County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person or a group of persons.

Mail your Request for Exclusion to the Settlement Administrator at:

WaterStreet Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

More information about this process can be found in the Settlement Agreement (Section VII). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (*see Question 15*)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Robert Alejnikov et al. v. WaterStreet Company*, Case No. CACE-26-005928, pending in the 17th Judicial Circuit for Broward County, Florida;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class
- (4) all grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
- (5) if you or your lawyer have objected in any other class action settlements in the past five years, provide the names, courts, and civil action number or case number for each of those cases, along with a copy of any orders related to or ruling upon your prior objections that were issued by the trial and/or appellate courts in each listed case;
- (6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information (including any former counsel who may be entitled to compensation for any reason related to the objection);
- (7) whether or not you or your lawyer will appear at the Final Approval Hearing and would like to speak at the Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and WaterStreet’s Counsel. 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.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	WaterStreet Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Carolyn Purwin Ryan Mullen Coughlin LLC 426 W. Lancaster Ave., Ste. 200 Devon, PA 19333

Mariya Weekes
Milberg PLLC
333 S.E. 2nd Ave., Ste. 2000
Miami, FL 33131

Rachel Dapeer
Dapeer Law, P.A.
520 S. Dixie Hwy., Ste. 240
Hallandale Beach, FL 33009

Manuel Hiraldo
Hiraldo P.A.
401 E. las Olas Blvd., Ste. 1400
Fort Lauderdale, FL 33301

More information about this process and the deadlines can be found in the Settlement Agreement (Section VII). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement or bound by the Settlement Agreement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room [Court Room] of the 17th Judicial Circuit for Broward County, Florida, at [Court Address].

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court

will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8** and be bound by any Judgment issued by the Court along with the terms of the Settlement Agreement.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: WaterStreet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Robert Alejnikov et al. v. WaterStreet Company
Case No. CACE-26-005928
The 17th Judicial Circuit for Broward County, Florida

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: "All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident."

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of WaterStreet, or its respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) any Settlement Class Member who timely opts-out of the Settlement Class in accordance with Section VII; (5) the attorneys representing the Parties in the Action; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

For more information about the Settlement and the Settlement Member Benefits, please visit the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

A Settlement Class Member may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below. There is a cap of \$500,000 on Cash Payments. This means that if the total value of benefits claimed is over \$500,000, everyone's payments will be reduced *pro rata* so that they add up to \$500,000. The benefits are explained in more detail below.

CREDIT MONITORING. All members of the Settlement Class are eligible to enroll in three years of CyEx Financial Shield Complete. Enrollment codes will be sent either via email or by a Postcard mailed to you. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement (i.e. approves the Settlement).

If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Robert Alejnikov et al. v. WaterStreet Company
Case No. CACE-26-005928
The 17th Judicial Circuit for Broward County, Florida

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. You may claim only **one** payment from the two options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between March 17 2025, and [Claims Deadline]. You must have also made reasonable efforts to avoid, or seek reimbursement for, the loss.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof should show that your expenses were because of the Data Incident or more likely than not caused by the Data Incident.

Again, personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim but may be used to provide clarification, context, or support for other submitted reasonable documentation.

You cannot claim a payment for expenses that have already been reimbursed by a third party. This includes reimbursement in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by WaterStreet or otherwise. There will also be no payments for emotional distress, personal/bodily injury, or to punish WaterStreet.

This payment may be smaller depending on the total claims filed.

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time cash payment. This payment is expected to be **\$55.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: WaterStreet Data Incident Settlement

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

Robert Alejnikov et al. v. WaterStreet Company
Case No. CACE-26-005928
The 17th Judicial Circuit for Broward County, Florida

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

DATA INCIDENT SETTLEMENT CLAIM FORM

c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online by [Claims Deadline] or submitted by mail with a postmark no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Robert Alejnikov et al. v. WaterStreet Company
Case No. CACE-26-005928
The 17th Judicial Circuit for Broward County, Florida

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

III. CASH PAYMENT B – ALTERNATE CASH

- Check this box if you want to claim a one-time \$55.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II.**

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- PayPal**
Email address, if different than you provided in Section 1: _____
- Venmo**
Mobile number, if different than you provided in Section 1: _____
- Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- Physical Check**
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



EXHIBIT 4

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

ROBERT ALEJNIKOV and DANIEL
BALDWIN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

WATERSTREET COMPANY,

Defendant.

CASE NO. CACE-26-005928

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

WHEREAS, this Action is a putative class action before the Court;

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval under the Florida Rules of Civil Procedure, to settle this Action upon the terms and conditions stated in the Agreement, which among other things and together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in the Agreement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to members of the Settlement Class; (6) approve the Claim Form and Claims process; (7) order the Settlement's opt-out and objection procedures; (8) appoint Simpluris as the Settlement Administrator; (9) stay

all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

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

IT IS HEREBY ORDERED THAT:

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

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

5. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) attorneys representing the Parties in the Action; (d) any Settlement Class Member who timely opts-out of the Settlement Class in accordance with the Agreement; (e) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (f) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

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

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

methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Rachel Dapeer of Dapeer Law, P.A., and Manuel Hiraldo of Hiraldo P.A.

9. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris 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.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to members of the Settlement Class is the most practicable notice; is reasonably calculated, under the circumstances, to apprise the Settlement Class 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 members of the Settlement Class entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices as to the 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.

12. Any Settlement Class Member who wishes to opt-out of the Settlement and exclude himself or herself from participation may do so by submitting timely and valid requests at any time

before the Opt-Out Deadline (60 days following the Notice Deadline). The process to opt-out is set forth in the Agreement and in the Notices. Any Settlement Class Member who opts-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. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of members of the Settlement Class or multiple members of the Settlement Class will not be allowed.

13. Any Settlement Class Member who does 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 member 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 and Unknown Claims, as defined in the Agreement, against any Released Parties, as defined in the Agreement. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request to opt-out will be invalid.

14. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at their own expense, at the Final Approval Hearing to present any relevant evidence or argument.

15. Any Settlement Class Member who wishes 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) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (c) all grounds for the objection, accompanied by any legal

support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (e) 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; (f) 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 (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). 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.

16. 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 (60 days following the Notice Deadline), 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. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

17. 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.

18. 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 members of the Settlement Class other than on the Settlement Website and the Court's docket.

19. 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	30 days following entry of Preliminary Approval Order
Deadline to complete Notice Program	60 days before the initially 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 initially scheduled Final Approval Hearing
Opt-Out Deadline	60 days following the Notice Deadline
Objection Deadline	60 days following the Notice Deadline
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)

20. If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this Order, the Settlement, and the conditional certification of the Settlement Class for settlement purposes, shall become null and void. The Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, with no prejudice or impact as to any of the Parties' positions on the issues in the matter, and shall be without prejudice to the rights of Plaintiffs, the Settlement Class, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

21. 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. Upon the entry of this Order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

DONE AND ORDERED in chambers at Broward County, Florida, on this ____ day of _____, 2026.

HON. JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE

EXHIBIT 5

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

ROBERT ALEJNIKOV and DANIEL
BALDWIN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

WATERSTREET COMPANY,

Defendant.

CASE NO. CACE-26-005928

**[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, on [date] 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, Mariya Weekes, Rachel Dapeer, and Manue Hiraldo as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of the 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 and the Long Form Notice was

available to the Settlement Class through the Settlement Website or upon 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 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 set forth in the Settlement Agreement, including Section II of the Agreement, and all capitalized terms used herein have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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 Settlement 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 was 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. Any Settlement Class Member 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 the members of the Settlement Class 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 the Settlement Class, 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 members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (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 residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) attorneys representing the Parties in the Action; (d) any Settlement Class Member who timely opts-out of the Settlement Class in accordance with the Agreement; (e) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (f) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge.

14. _____, _____, and _____ have opted-out of the Settlement. These members of the Settlement Class 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, relinquish, discharge the Released Parties from the Released Claims, including Unknown Claims, fully, finally, and forever.

17. Class Counsel is awarded \$282,500.00 for attorneys' fees and costs. These payments shall be made or caused to be made by the Defendant in accordance with the Agreement. The Court evaluated Class Counsel's request, and concludes that the 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 paid or caused to be paid by the Defendant in accordance with the Agreement.

19. Plaintiffs, members of the Settlement Class, Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing, prosecuting, or participating in any recovery (either directly, representatively, or in any other capacity) for any of the Released Claims, including Unknown 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 members of the Settlement Class; (2) the Action, until the Effective Date and until each and every act agreed to be performed by the Parties or 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. With the exception of those who timely opted-out of the Settlement, all members of the Settlement Class 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.

HON. JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE












Waterstrett - SA - combined for signature


Final Audit Report


2026-04-13


Created:	2026-04-13
By:	Sandra Marcheco (marcheco@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALJ3ts7-34S2TfhydF6jiXI7MMFdlC52d


"Waterstrett - SA - combined for signature" History


-  Document created by Sandra Marcheco (marcheco@kolawyers.com)
2026-04-13 - 6:30:07 PM GMT- IP address: 174.176.4.44
-  Document emailed to rachel@dapeer.com for signature
2026-04-13 - 6:31:30 PM GMT
-  Email viewed by rachel@dapeer.com
2026-04-13 - 7:05:01 PM GMT- IP address: 200.62.24.3
-  Signer rachel@dapeer.com entered name at signing as Rachel Dapeer
2026-04-13 - 7:06:09 PM GMT- IP address: 200.62.24.3
-  Document e-signed by Rachel Dapeer (rachel@dapeer.com)
Signature Date: 2026-04-13 - 7:06:11 PM GMT - Time Source: server- IP address: 200.62.24.3
-  Document emailed to Jeffrey Ostrow (ostrow@kolawyers.com) for signature
2026-04-13 - 7:06:13 PM GMT
-  Email viewed by Jeffrey Ostrow (ostrow@kolawyers.com)
2026-04-13 - 7:27:05 PM GMT- IP address: 104.47.58.126
-  Document e-signed by Jeffrey Ostrow (ostrow@kolawyers.com)
Signature Date: 2026-04-13 - 7:27:32 PM GMT - Time Source: server- IP address: 206.71.232.163
-  Document emailed to mweekes@milberg.com for signature
2026-04-13 - 7:27:35 PM GMT
-  Email viewed by mweekes@milberg.com
2026-04-13 - 7:39:52 PM GMT- IP address: 76.108.237.135
-  Signer mweekes@milberg.com entered name at signing as Mariya Weekes
2026-04-13 - 7:40:23 PM GMT- IP address: 76.108.237.135

 Document e-signed by Mariya Weekes (mweekes@milberg.com)
Signature Date: 2026-04-13 - 7:40:25 PM GMT - Time Source: server- IP address: 76.108.237.135

 Document emailed to Manuel Hiraldo (mhiraldo@hiral dolaw.com) for signature
2026-04-13 - 7:40:27 PM GMT

 Email viewed by Manuel Hiraldo (mhiraldo@hiral dolaw.com)
2026-04-13 - 7:46:34 PM GMT- IP address: 140.248.44.0

 Document e-signed by Manuel Hiraldo (mhiraldo@hiral dolaw.com)
Signature Date: 2026-04-13 - 7:46:51 PM GMT - Time Source: server- IP address: 98.79.139.89

 Agreement completed.
2026-04-13 - 7:46:51 PM GMT

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [WaterStreet Company Settlement Resolves Class Action Lawsuit Over March 2025 Data Breach](#)
