

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

SOPHIA GRUBB, MICHAEL IMBROGNO,
TIM DOMBROW, TIM MCCULLOGH,
JORDAN COX, JOSEPH SPOFFORD,
DEBORAH TRUEMPY, WILLIAM SMITH,
and DENVER HANSEN, individually
and on behalf of all others similarly situated,

CASE NO.: CACE25019102

Plaintiffs,

v.

ALERA GROUP, INC.

Defendant.

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs Sophia Grubb, Michael Imbrogno, Tim Dombrow, Tim McCulloch, Jordan Cox, Joseph Spofford, Deborah Truempy, William Smith, and Denver Hansen, on behalf of themselves and the Settlement Class, and Defendant Alera Group, Inc. (“Alera”), as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. PROCEDURAL HISTORY

1. Alera is a national insurance and financial services firm that provides employee benefits, property and casualty insurance, retirement plan services, and wealth advisory services to a wide range of clients. In the course of operating its business, Alera receives and stores

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

confidential and personally identifiable information and protected health information pertaining to its Clients' former and current employees.

2. Between July 19, 2024, and August 4, 2024, Alera was the victim of a cybersecurity incident wherein an unauthorized third party illegally infiltrated Alera's computer systems and potentially gained access to Private Information pertaining to 873,211 of Alera's and its Clients' former and current employees.

3. Thereafter, Alera began sending notice letters to those potentially impacted in the Data Incident. Alera's Clients were identified in the notices.

4. Between May 2023, and August 2023, nine putative class action lawsuits were filed against Alera and its Clients seeking damages for those potentially impacted in the Data Incident.

5. Before engaging in protracted and costly litigation, the Parties decided to conserve resources for all concerned and explore early resolution of the claims against all defendants. They scheduled a mediation with experienced data breach class action mediator Bruce Friedman, Esq. of JAMS.

6. In advance of mediation, Plaintiffs consulted with damage and liability experts, propounded informal discovery requests on Alera to which Alera responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims potentially impacted by the Data Incident, and the specific type of information potentially breached.

7. The Parties attended mediation on December 9, 2025. The mediation lasted a full day, but the Parties did not reach an agreement. They continued negotiating for the next few days, ultimately agreeing to settle the cases on a class-wide basis on December 12, 2025. During those discussions, the Parties determined that jurisdiction was proper in state court.

8. Consequently, on December 15, 2025, Plaintiffs voluntarily dismissed their respective cases and collectively refiled their claims in a single Action in this Court.

9. The Parties now agree to settle the Action (including all allegations made in the dismissed actions against Alera's Clients) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Alera has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Alera agrees to personal jurisdiction for purpose of settlement only. Alera does not in any way acknowledge, admit to, or concede any of the allegations made in any of the previous complaints, 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 or complaints filed against Alera's Clients. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint and complaints filed against Alera's Clients, 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 and complaints filed against Alera's Clients lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Alera, Alera's Clients, and all Settlement Class Members.

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

approval by the Court, as follows:

II. DEFINITIONS

10. “**Action**” means the consolidated class action lawsuit titled: *Sophia Grubb, et al. v. Alera Group, Inc.*, Case No. CACE25019102 (Fla. Cir. Ct., Broward Cnty.).

11. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement between Plaintiffs and Defendant, including all exhibits.

12. “**Alera**” means Defendant, Alera Group, Inc. and its parent, subsidiaries, affiliates, predecessors, successors, assigns as well as all officers, directors, employees, and agents of the foregoing.

13. “**Alera-Related Entities**” mean all of Alera’s customers, clients, brokers, carriers, contractors, agents and other entities.

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

15. “**Attorneys’ Fees and Costs**” means such funds as may be awarded by the Court consistent with the terms of this Agreement to Plaintiffs’ Counsel for their past, present, and future work, efforts, and expenditures in connection with this Action and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiffs’ Counsel in connection with this Action and settlement, as described more particularly in Section X of this Agreement.

16. “**Cash Payment**” means Cash Payment A – Documented Losses and Cash Payment B – Alternate Cash, under Section IV herein.

17. “**Cash Payment A - Documented Losses**” means the cash compensation paid to

Settlement Class Members with documented losses may elect under the Settlement, consisting of a maximum payment of \$3,500.00 per Settlement Class Member, upon submission of a valid Claim Form, pursuant to Section IV herein.

18. “**Cash Payment B – Alternate Cash**” means the cash compensation consisting of a cash payment estimated to be in the amount of \$50.00 per Settlement Class Member, that Settlement Class Members may elect pursuant to Section IV herein.

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

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

21. “**Claim Form Deadline**” means the deadline by which a Claim Form must be postmarked or submitted electronically to the Settlement Website, in order for a Settlement Class Member to be entitled to any of the Settlement Member Benefits. The Claim Form Deadline shall be 60 days after the Notice Deadline.

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

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

24. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

25. “**Class List**” means the list of Settlement Class Members’ names and postal

addresses that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval for the purpose of effectuating Notice.

26. “**Class Representatives**” means the Plaintiffs approved by the Court to serve as representatives of the Settlement Class.

27. “**Complaint**” means the Class Action Complaint filed by Plaintiffs in this Action on December 14, 2025.

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

29. “**Clients**” mean all Alera’s clients, customers, and Alera-Related Entities who did business with Alera and provided Private Information directly or indirectly to Alera that may have been impacted in the Data Incident.

30. “**Data Incident**” means the cybersecurity incident involving Alera resulting in the potential unauthorized access to or acquisition of Settlement Class Members’ Private Information between July 19, 2024, and August 4, 2024, and which is the subject of the Action.

31. “**Defendant**” means Alera Group, Inc., the defendant in this Action.

32. “**Defendant’s Counsel**” means Claudia D. McCarron and Emmanuella Jean-Jacques of Mullen Coughlin LLC.

33. “**Documented Losses**” means actual and unreimbursed monetary losses, supported by third-party documentation, resulting directly from fraud or identity theft caused by the Data Incident, if the loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member 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.

34. “**Effective Date**” means one day after the date when the Settlement becomes Final, as described herein.

35. “**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, 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; (5) entry of final judgement or dismissal with prejudice in all cases arising out of the Data Incident filed against Alera’s Clients or any other matter then pending arising from the identical factual predicate; and (6) either (i) no appeal has been taken from the judgment(s) as of the date on which all times to appeal or seek permission to appeal themselves have expired, or (ii) if an appeal or other review proceeding of the judgment(s) has been commenced, it has been finally concluded and no longer is 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.

36. “**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.

37. “**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.

38. “**Final Approval Order**” means the final order, substantially in the form attached hereto as *Exhibit 5*, that the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

39. “**Financial Data Monitoring**” means the two years of CyEx, LLC's Financial Shield Complete service that Settlement Class members may elect to receive pursuant to Section IV herein.

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

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

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

43. “**Notice**” means the Postcard Notice and Long Form Notice, attached as *Exhibits 1 & 2*, that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

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

Website, and toll-free Settlement phone number.

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

46. “**Objection Deadline**” means the last day 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.

47. “**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.

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

49. “**Plaintiffs**” means Denver Hansen, Joseph Spofford, Tim McCullough, Deborah Truempy, Jordan Cox, William Smith, Tim Dubrow, Sophia Grubb, and Michael Imbrogno.

50. “**Postcard Notice**” means the postcard form of notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that shall be sent by mail to the Settlement Class.

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

53. “**Private Information**” means the information collected by Defendant that was

potentially impacted in the Data Incident, which may include, depending on the impacted individual, names, dates of birth, Social Security numbers, addresses, demographic information, driver's licenses, financial accounts, credit card information, usernames, and log-in information

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

55. **“Released Claims”** means any and all past, present, and future claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Action or Related Actions against Alera's Clients, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class, arising out of, or relating to the Data Incident, and which have been asserted or could have been asserted based on the facts alleged in this Action or the Related Actions against any of the Released Parties (defined below) whether based on federal, state, local, statutory, common law, or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which the Plaintiffs or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action or the Related Actions against Alera's Clients. Released Claims include all Unknown Claims, as defined below. Released Claims shall not include the right of Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action or Related Actions against Alera's Clients.

56. **“Released Parties”** mean Alera, all of Alera's Clients (including, but not limited to, CorVel Corporation and the following entities sued in the Related Actions: Flagger Force LLC;

Consigli Construction Co., Inc.; Empire Blue Cross and Blue Shield; National Veterinary Associates, Inc.; Members 1st Federal Credit Union; and Nysarc, Inc. d/b/a The Arc New York and its Chapters), Alera-Related Entities, as well as, all other persons or entities who were not in a direct relationship with Alera but were nevertheless impacted by the Data Incident due to their relationship with the Alera-Related Entities, and each entity which is controlled by, controlling or under common control with Alera, Alera-Related Entities, and Alera' Clients and each of their present, future, or past direct or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries (collectively, "**Released Entities**"), the owners, associates, employers, employees, agents, consultants, contractors, independent contractors, vendors, insurers, reinsurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, bankruptcy trustee(s), financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, and general or limited partners of the Released Entities.

57. "**Releasing Parties**" shall refer, jointly and severally, and individually and collectively, to Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

58. "**Service Awards**" means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives.

59. "**Settlement Administrator**" means Simpluris, unless another third-party

administrator is later agreed to by the Parties in writing and approved by the Court.

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

61. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice of the Data Incident indicating that 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 their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, Court staff, and attorneys for the Parties.

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

63. “**Settlement Class Member Benefits**” means the Cash Payment and/or Financial Data Monitoring that Settlement Class members may elect to Claim pursuant to Section IV herein.

64. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and 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 90 days after Final Approval.

65. “**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; (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 after the Settlement Administrator confirms the accuracy of all information and documentation requested in the Claim Form. 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

66. In the Motion for Preliminary Approval, Plaintiffs shall propose to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Effective Date for any reason does not occur, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to contest personal jurisdiction, or to object to any future requests to certify a class and, in such instance, the action will continue as if the Settlement Class was never certified. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind.

IV. SETTLEMENT CONSIDERATION

67. The Settlement includes the following benefits all of which will be paid by the Defendant: (a) Cash Payments; (b) Financial Data Monitoring; (c) Settlement Administration Costs; and (d) any Court-awarded Attorneys' Fees and Costs, and Service Awards. Settlement Class Members who do not file a Valid Claim or those members who opt-out of the Settlement will not receive a Cash Payment and/or Financial Data Monitoring.

68. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from the Defendant. When submitting a 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 Financial Data Monitoring. There is a \$2,000,000 cap on the amount Defendant will be obligated to pay for all Cash Payment Claims (Cash Payment A and Cash Payment B). In the event the total amount of all Valid Claims for Cash Payments exceeds the \$2,000,000 cap, all Cash Payments will be subject to a *pro rata* decrease. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member's claims will be released without the class member receiving a Settlement Class Member Benefit.

a. Cash Payment A - Documented Losses

All Settlement Class Members are eligible to submit a claim for a Cash Payment A - Documented Losses for up to a maximum of \$3,500.00 per Settlement Class Member upon presentment of reasonable third-party Documentation of Losses traceable to actual fraud and/or identity theft as a result of the Data Incident. To receive reimbursement under this section, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Except as expressly provided herein, personal

certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper third-party documentation, but may be included to provide clarification, context, or support for other submitted third-party documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. The loss must have been more likely than not caused by the Data Incident, and must have occurred between July 19, 2024, 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 third-party documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, Settlement Class Members may elect to receive a Cash Payment B – Alternate Cash, which is a cash payment in the estimated amount of \$50.00. Cash Payment B claims do not require supporting documentation.

c. Financial Data Monitoring

In addition to Cash Payments Claims, all Settlement Class Members may also make a Claim for two years of Financial Data Monitoring. The monitoring product will be CyEx, Inc.'s "Financial Shield Complete" and shall include credit monitoring with one bureau and provides \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance.

d. Settlement Administration Costs

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Defendant and the Settlement Administrator shall enter into a separate agreement in connection with the payment of the Settlement Administration Costs, Class Counsel, the Plaintiffs, and the Settlement Class shall have no liability for the payment of the Settlement Administration Costs.

V. SETTLEMENT APPROVAL

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

VI. SETTLEMENT ADMINISTRATOR

70. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator, and Defendant will provide information to the Settlement Administrator about the Settlement Class as the Settlement Administrator may require. 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 State of Florida.

71. 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 third-party documentation, and overseeing the distribution of Settlement Class Member Benefits.

72. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

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

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms, the URL of the Settlement Website having been agreed to by the Parties in advance of its creation;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from Settlement Class Members;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, 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;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Cash Payments and/or Financial Data Monitoring;
- j. Collecting from Defendant and/or their insurer(s) the cash necessary to pay Valid Claims for Cash Payments and to pay for Financial Data Monitoring;
- k. Distributing Cash Payments and ensuring Financial Data Monitoring codes are sent to Settlement Class Members who submit Valid Claims; and
- l. 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.

VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND OBJECTION PROCEDURES

73. Defendant will make available to Class Counsel and the Settlement Administrator 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 List to accomplish the Notice Program and otherwise administer the Settlement.

74. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Postcard Notice to all Settlement Class Members for whom physical addresses are available.

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

76. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated after first obtaining consent of the Parties. The Settlement

Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

77. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to the Settlement Website where they may review the Long Form Notice or the Settlement Agreement to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. In the event that 300 individuals of the Settlement Class file valid opt-out requests, Defendant shall have the right to terminate this Agreement in which case the parties will be returned to their respective positions as though no settlement had been reached, like the effect of a denial of Final Approval from the Court of the settlement.

78. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the

objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

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

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

80. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

81. The Settlement Administrator shall perform reasonable address traces for 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 the Settlement Administrator identifies better addresses, the Settlement Administrator will re-send Postcard Notices to those Settlement Class Members. No later than 60 days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notices.

82. 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 SETTLEMENT CLASS MEMBER BENEFITS

83. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Financial Data Monitoring and how to submit a Claim Form.

84. 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.

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

86. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

87. 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.

88. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

89. Where a good faith basis exists, the Settlement Administrator may reduce or reject

a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the

Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

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

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

d. The Settlement Administrator's determination as to whether to approve,

deny, or reduce a Claim shall be final and binding.

91. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

93. Within 30 days after the Effective Date, the Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay the Cash Payments and Financial Data Monitoring. The Defendant must pay the Settlement Administrator the amount on the invoice within 20 days of the date of the invoice. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date. Financial Data Monitoring codes shall be emailed by CyEx to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date.

94. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will elect their form of payment on the Claim Form. Settlement Class Members will 180 days to negotiate their paper checks. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator

shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds. In the event there are unclaimed funds 30 days after the 180-day check negotiation period, all residual funds shall be payable by the Settlement Administrator to the Legal Aid Service of Broward County (www.browardlegaid.com).

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

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

96. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;

- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims, as specified in Section XI below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

97. *Service Awards* – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$2,000.00 each. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to 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 Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of Service Awards to Plaintiffs.

98. *Attorneys' Fees and Costs* – As part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to \$2,250,000.00. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award 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 attorneys' fees, costs, and expenses among Class Counsel. Defendant and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel.

99. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon.

100. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. 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 making a downward 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 shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. RELEASES

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

and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

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

102. The Parties agree that the Released Claims contemplated in this Section XI shall not be construed to release any causes of action brought to enforce the terms of the Agreement.

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

104. 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.

105. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

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

XII. TERMINATION OF SETTLEMENT

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

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

108. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which

the Parties do not consent, then this Agreement shall be cancelled and terminated, and will be of no force or effect, and will not be referred to or utilized for any purpose.

109. 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 such non-occurrence during which the Parties shall 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 on 7 days 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.

110. Defendant shall have the option to terminate this Agreement if more than 100 Persons opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

111. 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

112. 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, 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.

113. 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 or entity in support of claims or defenses or in support or in opposition to 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 or entity, 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.

114. 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

115. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession

of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

117. 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.

118. 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.

119. 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.

120. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

121. Further, upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Parties any claims that are released by operation of this Agreement and the Final Approval Order.

XV. MISCELLANEOUS PROVISIONS

122. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action and Settlement. The Parties agree and

covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Parties or 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 Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

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

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

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

127. ***No Reliance.*** This Agreement is executed without reliance on any oral covenant,

agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No oral covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

128. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

129. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

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

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

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

132. ***Court Modifications to Agreement.*** The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective 5 days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties.

133. ***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 SE 2nd Avenue, Suite 2000
Miami, FL 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Claudia D. McCarron
Mullen Coughlin LLC
426 W. Lancaster Avenue, Ste. 200
Devon, PA 19333
cmcarron@mullen.law

Emmanuella Jean-Jacques
Mullen Coughlin LLC
3001 N. Rocky Point Dr East, Suite 200
Tampa, FL 33607
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.

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

135. ***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. Likewise, the failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement.

136. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members),

and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

137. ***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.

138. ***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.

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

Signature Page to Follow

CLASS COUNSEL
(for Plaintiffs and the Settlement Class)

Jeffrey Ostrow
Jeffrey Ostrow (Mar 24, 2026 21:51:32 EDT)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Mar 24, 2026 21:52:41 EDT)

Mariya Weekes
MILBERG PLLC

ALERA GROUP, INC.

Signed by:
Leslie Morse
C0DDFAFFF05F453...
By: Leslie Morse
Its: General Counsel

COUNSEL ALERA GROUP, INC.

Claudia D. McCarron
Claudia D. McCarron
Emmanuella Jean-Jacques
MULLEN COUGHLIN LLC

Exhibit 1

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

Sophia Grubb, et al. v. Alera Group, Inc.
Case No. CACE25019102

**IF YOUR PRIVATE INFORMATION WAS
POTENTIALLY COMPROMISED IN THE JULY
2024 ALERA GROUP, INC., DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court 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](http://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 Settlement has been reached with Alera Group, Inc. ("Alera") in a class action lawsuit ("Settlement"). The case is about the July 2024 cyberattack on Alera's computer systems ("Data Incident"). Files containing Private Information were potentially accessed. Alera 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 the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available online.

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 that their Private Information may have been impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim two years of **Financial Data Monitoring** and **one** of two **Cash Payment** options.

If you have documented losses you can get back up to **\$3,500.00**.

*Instead of a payment for documented losses, you can get a one-time payment in the estimated amount of **\$50.00**.*

Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

If you are claiming documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

Claims must be submitted online or postmarked by [Claims Deadline].

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Alera and Alera-Related Entities for the claims made in this lawsuit and the Related Actions. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

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 whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$2,250,000, and \$2,000 as service awards for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

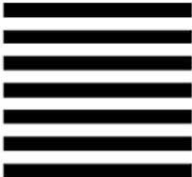


BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



Alera Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Login ID: «LoginID»

Mail no later than **[Claims Deadline]**.

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of **Financial Data Monitoring** and/or the estimated \$50.00 **Cash Payment B – Alternate Cash**.

To claim cash payments for documented out-of-pocket expenses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in two years of **Financial Data Monitoring** from CyEx Medical Shield Complete.

Check this box to claim a one-time estimated \$50.00 **Cash Payment B – Alternate Cash**.

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please **PRINT** your email address

LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Sophia Grubb, et al. v. Alera Group, Inc.
Case No. CACE25019102
Circuit Court for Broward County, Florida

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE JULY 2024 ALERA GROUP, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court 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 Settlement has been reached with Alera Group, Inc. (“Alera” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on Alera's computer systems that occurred in July 2024 (the “Data Incident”). Certain files that contained Private Information were potentially accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; addresses; demographic information; driver’s licenses; financial accounts; credit card information; passport number; insurance information; medical information; biometric information; usernames; and log-in information.
- The lawsuit is called *Sophia Grubb, et al. v. Alera Group, Inc.*, Case No. CACE25019102. It is pending in the Circuit Court for Broward County, Florida (“Litigation”).
- Alera denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Alera's records indicate that you are a Settlement Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from Alera.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

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.</p>	_____, 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against Alera and/or Alera-Related Entities 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 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. You will give up the right to sue, continue to sue, or be part of another lawsuit against Alera and Alera-Related Entities 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.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Circuit Court 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 options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Sophia Grubb, et al. v. Alera Group, Inc.*, Case No. CACE25019102. It is pending in the Circuit Court for Broward County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Alera Group, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the July 2024 cyberattack on Alera's computer systems, certain files that contained Private Information were potentially accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; addresses; demographic information; driver’s licenses; financial accounts; credit card information; passport number; insurance information; medical information; biometric information; usernames; and log-in information.

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 “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 Denver Hansen; Joseph Spofford; Tim McCullough; Deborah Truempy; Jordan Cox; William Smith; Tim Dubrow; Sophia Grubb; and Michael Imbrogno. Everyone included in this Action are the Settlement Class Members.

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 Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

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

6. Are there exceptions to being included?

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

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: Alera 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 Settlement Class Members may claim **Financial Data Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

FINANCIAL DATA MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENTS. Settlement Class Members who have documented losses may claim **one** of the payments from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses traceable to actual fraud and/or identity theft as a result of the Data Incident, you can get reimbursed up to **\$3,500.00**. The losses must have occurred between July 19, 2024, and [Claims Deadline].

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 documentation, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable third-party documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-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 **\$50.00** but may be larger or smaller depending on the number of claims filed.

You do not have to provide any proof or explanation to claim this payment.

There is a cap of \$2,000,000.00 on these benefits. This means that if the total value of benefits claimed is over \$2,000,000.00, everyone’s payments will be reduced *pro rata* so that they add up to \$2,000,000.00.

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: Alera 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, you won’t be able to be part of any other lawsuit against Alera or Alera-Related Entities about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XI) describes the legal claims that you give up 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). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Alera 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.

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**). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

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. and Mariya Weekes of Milberg PLLC, to represent you and other Settlement Class Members (“Class Counsel”).

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 \$2,250,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by Alera.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Awards will also be paid by Alera.

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, 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 if you opt-out. However, you will keep any rights you may have to sue Alera and/or Alera-Related Entities 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: *Sophia Grubb, et al. v. Alera Group, Inc.*, Case No. CACE25019102, pending in the Circuit Court 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.

Mail your Request for Exclusion to the Settlement Administrator at:

Alera 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]**.

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 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: *Sophia Grubb, et al. v. Alera Group, Inc.*, Case No. CACE25019102, pending in the Circuit Court for Broward County, Florida;
- (2) your full name, mailing address, telephone number, and email address (if any);

- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- (5) 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;
- (6) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- (7) whether the objector and/or objector’s counsel will appear at the Final Approval 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);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (8) 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 Defendant’s Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Alera 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 Mariya Weekes Milberg PLLC 333 SE 2 nd Ave., Ste. 2000 Miami, FL 33131	Claudia D. McCaroon Mullen Coughlin LLC 426 W. Lancaster Ave., Ste. 200 Devon, PA 19333

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. 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 Circuit Court 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**.

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: Alera 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]

Sophia Grubb, et al. v. Alera Group, Inc.

Case No. CACE25019102
Circuit Court for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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 that 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 their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

AVAILABLE BENEFITS

All Settlement Class Members may claim **Financial Data Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

FINANCIAL DATA MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENTS. Settlement Class Members who have documented losses traceable to actual fraud and/or identity theft as a result the Data Incident may claim one of the payments from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only one total payment from these 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 **\$3,500.00**. The losses must have occurred between July 19, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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]

Sophia Grubb, et al. v. Alera Group, Inc.

Case No. CACE25019102
Circuit Court for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

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

- 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 documentation, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-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 **\$50.00** but may be larger or smaller depending on the number of claims filed.

You do not have to provide any proof or explanation to claim this payment.

There is a cap of \$2,000,000.00 on these benefits. This means that if the total value of benefits claimed is over \$2,000,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$2,000,000.00.

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: Alera Data Incident Settlement
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 or by mail 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]

Sophia Grubb, et al. v. Alera Group, Inc.

Case No. CACE25019102
Circuit Court for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

First Name input field

Last Name input field

First Name

Last Name

Street Address input field

Street Address

City input field

State input field

Zip Code input field

City

State

Zip Code

Email Address input field

Phone Number input field

Login ID (if known) input field

Email Address

Phone Number

Login ID (if known)

II. FINANCIAL DATA MONITORING

Check this box if you would like to enroll in two years of Financial Data Monitoring from CyEx CyEx Medical Shield Complete.

III. CASH PAYMENT A – DOCUMENTED LOSSES

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud traceable to the Data Incident. You can get back up to \$3,500.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.

Please complete the table below, describing the supporting documentation you are submitting.

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for Unauthorized bank transfer for \$500 and a TOTAL CLAIMED row.

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com



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

Sophia Grubb, et al. v. Alera Group, Inc.

Case No. CACE25019102
Circuit Court for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. CASH PAYMENT B – ALTERNATE CASH

- Check this box if you want to claim a one-time estimated \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

V. 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.

VI. 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**

SOPHIA GRUBB, MICHAEL IMBROGNO,
TIM DOMBROW, TIM MCCULLOGH,
JORDAN COX, JOSEPH SPOFFORD,
DEBORAH TRUEMPY, WILLIAM SMITH,
and DENVER HANSEN, individually
and on behalf of all others similarly situated,

CASE NO.: CACE25019102

Plaintiffs,

v.

ALERA GROUP, INC.,

Defendant.

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

WHEREAS, Plaintiffs Sophia Grubb, Michael Imbrogno, Tim Dombrow, Tim McCulloch, Jordan Cox, Joseph Spofford, Deborah Truempy, William Smith, and Denver Hansen ("Plaintiffs"), on behalf of themselves and the Settlement Class, and Defendant Alera Group, Inc. ("Defendant") have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

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

IT IS HEREBY ORDERED THAT:

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

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

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

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

All living individuals residing in the United States who were sent a notice of the Data Incident indicating that 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 their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

of reasonableness of the settlement in light of all the attendant risks of litigation.

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

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

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 Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all

Settlement Class members entitled to receive notice.

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

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (60 days after the Notice Deadline). The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any of the benefits and shall not be bound by the Settlement or by the Final Approval Order.

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

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action

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

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (60 days after 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.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each 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.

17. 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 Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good

cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	No later than 60 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Claim Form Deadline	60 days after the Notice Deadline
Final Approval Hearing	To be noticed separately, but the final approval hearing shall be no less than 115 days from the Preliminary Approval Order

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

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

HON. _____
CIRCUIT COURT JUDGE

Exhibit 5

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

SOPHIA GRUBB, MICHAEL IMBROGNO,
TIM DOMBROW, TIM MCCULLOGH,
JORDAN COX, JOSEPH SPOFFORD,
DEBORAH TRUEMPY, WILLIAM SMITH,
and DENVER HANSEN, individually
and on behalf of all others similarly situated,

CASE NO.: CACE25019102

Plaintiffs,

v.

ALERA GROUP, INC.

Defendant.

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

WHEREAS, Plaintiffs Sophia Grubb, Michael Imbrogno, Tim Dombrow, Tim McCulloch, Jordan Cox, Joseph Spofford, Deborah Truempy, William Smith, and Denver Hansen ("Plaintiffs") submitted to the Court their Unopposed Motion for Final Approval of Class 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 and Mariya Weekes as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was made available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

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

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

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.
2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220 and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.
3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation;

(2) the reaction of the Class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

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

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

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

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

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of 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 Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the 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 only _____ 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 notice by the Defendant that 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 their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

14. The following individuals have timely opted-out of the Settlement and will not be bound by the Releases contained in the Settlement, nor will they be by this Court's judgment: _____, _____, _____, and _____.

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

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

17. Class Counsel is awarded \$2,250,000 for attorneys' fees and costs. This payment shall be paid by Defendant in accordance with the Agreement. The Court evaluated Settlement Class Counsel's request, and concludes that amount is fair and within the range of reason.

18. The Class Representatives shall be awarded Service Awards in the amount of \$2,000 each. The Service Awards shall be paid by Defendant in accordance with the Agreement.

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

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

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further

force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

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

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

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

HON. _____
CIRCUIT COURT JUDGE

ClassAction.org

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