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

ANTHONY SANTANA, LAURA DELAPAZ, and VINCENT OLMO, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BLANK ROME LLP,

Defendant.
_____/

CASE NO. CACE-26-011862

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a national law firm that provides legal services to clients in Broward County, Florida, and maintains offices and practicing attorneys and staff in the state of Florida. In the ordinary course of providing those services, Defendant collects, maintains, and stores confidential and Private Information pertaining to individuals related to their clients' matters.

2. On May 21, 2026, Defendant was the victim of a cybersecurity incident wherein an unauthorized third party illegally gained access to the Private Information of up to approximately 64,874 individuals, including certain Florida residents.

3. Thereafter, Defendant began providing notice to those impacted in the Data

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

Incident. Plaintiffs received notice that they were included in that population.

4. Following retention of counsel, Plaintiffs' counsel conferred with Defendant's counsel regarding early resolution. Consequently, before engaging in protracted, costly, and risky litigation, the Parties decided to conserve resources and attempt to resolve the claims of all those impacted in the Data Incident.

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

6. The Parties, whose counsel have litigated several data breach cases against one another in the past, negotiated at arms-length the material terms of a nationwide class wide settlement over a one-week period in early July, 2026.

7. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. The Parties have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, including, but not limited to any and all allegations related to any damages resulting from the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant agrees to personal jurisdiction for purpose of settlement only. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in

this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

8. "**Action**" means the consolidated class action lawsuit titled: *Anthony Santana v. Blank Rome LLP,* Case No. CACE--26-011862 (Fla. Cir. Ct., Broward Cnty.).

9. "**Agreement**" or "**Settlement Agreement**" or "**Settlement**" means this agreement between Plaintiffs and Defendant, including all exhibits.

10. "**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.

11. **"Attorneys' Fees and Costs"** means the attorneys' fees and/or costs awarded to Class Counsel by the Court consistent with the terms of this Agreement.

12. **"Cash Payment(s)"** means collectively, the Cash Payment for Documented Losses and the Pro Rata Cash Payment.

13. "**Cash Payment for Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $3,000.00 per Settlement Class Member, that Settlement Class Members who incurred Documented Losses may claim under the Settlement.

14. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

15. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

16. "**Claim Form Deadline**" shall be 15 days before the initial scheduled Final Approval Hearing.

17. "**Claimant**" means an individual who submits a Claim Form.

18. **"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.

19. "**Class Counsel**" means Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

20. "**Class List**" means the list of Settlement Class Members' names and postal addresses and/or email addresses, if maintained by the Defendant, that Defendant shall prepare and provide to the Settlement Administrator within 14 days of Preliminary Approval.

21. "**Class Representatives**" means the Plaintiffs approved by the Court to serve as representatives of the Settlement Class.

22. "**Complaint**" means the class action complaint filed by Plaintiffs in this Action.

23. "**Court**" means the Seventeenth Judicial Circuit Court in and for Broward County,

Florida, and the Judge(s) assigned to the Action.

24. **"Credit Monitoring"** means the Settlement Class Member Benefit consisting of one year of financial monitoring with one credit bureau that all Settlement Class Members who do not opt-out of the Settlement will automatically receive.

25. "**Data Incident**" means the May 2026 cybersecurity incident in which an unauthorized third party gained access to certain of Defendant's files, resulting in the unauthorized access of the Settlement Class Members' Private Information.

26. "**Defendant**" means Blank Rome LLP, the defendant in this Action.

27. "**Defendant's Counsel**" means Casie D. Collignon of Baker & Hostetler LLP counsel for Defendant in this Action.

28. "**Documented Losses**" means actual, documented and unreimbursed monetary losses due to fraud or identity theft 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.

29. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval.

30. "**Email Notice**" means the email form of notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that may be sent by mail to the Settlement Class.

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

32. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

33. "**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.

34. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement.

35. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, 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.

36. "**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.

37. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

38. "**Net Settlement Fund**" means the funds remaining in the Settlement Fund following payment of Settlement Administration Costs, Cost of Credit Monitoring, Cash Payments for Documented Losses, and any Court-approved Attorneys' Fees, Costs, and Service Awards.

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

40. **"Notice Commencement Date"** means 30 days after the Court's entry of the Preliminary Approval Order.

41. "**Notice Program**" means the methods provided for in this Agreement that may be used to give notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice.

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

43. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

44. "**Opt-Out Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

45. "**Party**" means each of the Plaintiffs and Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

46. "**Plaintiffs**" means Anthony Santana, Laura Delapaz, and Vincent Olmo, the plaintiffs in the Action.

47. "**Postcard Notice**" means the postcard form of notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that may be sent by mail to the Settlement Class.

48. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

49. "**Preliminary Approval Order**" means the order preliminarily approving the

Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

50. "**Private Information**" means some combination of names, physical addresses, email addresses, telephone numbers, dates of birth, taxpayer identification numbers, drivers' license numbers, state identification card numbers, passport numbers, government-issued identification numbers, financial account numbers, payment card information, medical information, and/or health insurance information.

51. "**Pro Rata Cash Payment**" means the Settlement Class Member Benefit consisting of a pro rata cash payment out of the Settlement Fund.

52. "**Releases**" means the releases and waiver set forth in the Agreement.

53. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

54. "**Released Parties**" means Defendant, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, partners, agents, servants, employees, partners, attorneys, insurers, reinsurers, brokers, contractors predecessors, successors, managers, administrators, executors, and trustees, and all data owners impacted in the Data Incident.

55. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc. or "Epiq" unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

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

58. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

59. "**Settlement Class**" means all living individuals who were sent notification 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; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

60. "**Settlement Class Member**" means any member of the Settlement Class.

61. "**Settlement Class Member Benefits**" means the Cash Payment and Credit Monitoring.

62. "**Settlement Fund**" means the $991,508 that the Defendant shall fund or cause to be funded into the Escrow Account to be used to pay Settlement Administration Costs, Cash Payments, Credit Monitoring costs, and any Court-awarded Attorneys' Fees and Costs, and

Service Awards. Notwithstanding anything to the contrary in this Agreement, Defendant's total, aggregate payment obligation arising out of or relating to this Settlement and Net Settlement Fund, including without limitation all Court-awarded Attorneys' Fees and Costs, Service Awards, Settlement Administration Costs, Cash Payments, and Credit Monitoring, shall not exceed $991,508.

63. "**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 at least six months after Final Approval.

64. "**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

65. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that 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 Action or any other action, lawsuit, or proceeding of any kind.

IV. Settlement Consideration, Settlement Fund and Escrow Account

66. The Settlement includes the following benefits, not to exceed $991,508, all of which shall be payable out of the Settlement Fund: (a) Pro Rata Cash Payments and Cash Payments for Documented Losses; (b) Credit Monitoring; (c) Settlement Administration Costs; and (d) any Court-approved Attorneys' Fees, Costs, and Service Awards.

67. Within 30 days of Preliminary Approval and after Defendant has received all necessary wiring and W9 information from the Settlement Administrator, Defendant shall fund or cause to be funded into the Escrow Account the entire $991,508 Settlement Fund. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States

Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

68. **Settlement Class Member Benefits**

a. *Cash Payment for Documented Losses*

All Settlement Class Members are eligible to submit a claim for a Cash Payment for Documented Losses for up to a maximum of $3,000.00 per Settlement Class Member. Claims under this section must include reasonable Documentation of Losses related to 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 documentation in support of the Claim. Non-exhaustive examples of reasonable documentation include, receipts,

data charges (if charged based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Self-prepared documents or receipts are not sufficient on their own. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable 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. If a Settlement Class Member does not submit 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 and the Claim will be treated as a Pro Rata Cash Payment.

b. *Pro Rata Cash Payment*

In addition to a Cash Payment for Documented Losses, all Settlement Class Members may elect to receive a Pro Rata Cash Payment, which is a pro rata cash payment out of the Settlement Fund. Claims under this section do not require supporting documentation.

c. *Credit Monitoring*

In addition to the Cash Payment, all Settlement Class Members will automatically receive one year of 1-Bureau Credit Monitoring + Financial Monitoring. The Notice will contain a unique activation that Settlement Class Members can use to receive the Credit Monitoring benefit.

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 the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives; (7) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

70. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. The Parties shall oversee the Settlement Administrator, and Defendant will provide information to the Settlement Administrator about the Settlement Class as the Settlement Administrator may require. All Settlement Administration costs shall be payable out of the Net Settlement Fund. 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 Clauses of the Constitution of the United States and 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, 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 Email Notice and/or 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, ensuring Credit Monitoring codes are distributed and activated, and distributing Cash Payments to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Settlement Fund and Escrow Account;

c. Collecting the necessary funds from Defendant to fund the Settlement Fund;

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

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

f. 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;

g. Responding to any mailed Settlement Class Member inquiries;

h. Processing all opt-out requests from Settlement Class Members;

i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and

objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration 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;

k. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

l. Distributing Cash Payments and ensuring Credit Monitoring codes are activated;

m. Paying Class Counsel and the Class Representatives any Court-approved Attorneys' Fees, Costs, and Service Awards; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

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

73. Defendant will make available to the Settlement Administrator the Class List no later than 14 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 may include sending Settlement Class Members Email Notice and/or Postcard Notice. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

75. Email Notices shall be sent to all Settlement Class Members for whom email addresses are included in the Class List or are otherwise identifiable through reasonable investigation by the Settlement Administrator.

76. Postcard Notices shall be sent to all Settlement Class Members for whom email addresses are not included in the Class List or otherwise identifiable by the Settlement Administrator, and to those whose Email Notices bounce-back where a physical address is provided in the Class List or otherwise identifiable. 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.

77. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; a Credit Monitoring activation code, how to submit a Claim Form or a Cash Payment; 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.

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

79. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to 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, including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required

information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

80. 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 herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. 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.

81. For an objection to be considered by the Court, the objection must also set forth:

a. The case name and case number;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's Email or Postcard Notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. 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;

f. 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;

g. 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;

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

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

j. a statement confirming whether the objector and or the objector's counsel utilized any form of artificial intelligence in the preparation of the objection;

k. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

l. 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. This includes taking depositions and requesting documents. Failure to strictly comply with each and every requirement contained in this paragraph, the Long Form Notice, and the Court's Preliminary Approval Order will result in the Court summarily overruling the objection on procedural grounds.

82. Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out of the Settlement and the objection will be overruled.

VIII. Claim Process and Disbursement of Cash Payments

83. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

84. 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.

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. The Settlement Administrator shall distribute Cash Payments no later than 60 days after the Effective Date.

93. Credit Monitoring codes shall be activated no later than 60 days after the Effective Date.

94. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will elect their form of payment on the Claim Form. 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 funds remaining in the Settlement Fund 90 days after payments are made, upon Court-approval, all residual funds shall be payable by the Settlement Administrator to the Legal Aid Service of Broward County (www.browardlegalaid.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 the Released Parties from the Released Claims; and

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

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 $2,500.00 each. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. The Settlement Administrator shall pay the Court-approved Service Awards to Class Counsel, or to the Class Representatives directly, out of the Settlement Fund by wire transfer within five days of the Effective Date.

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 of up to 37.5% of the Settlement Fund, plus reimbursement of litigation costs. If there are no Objections, the Settlement Administrator shall pay the Court-approved Attorneys' Fees and Costs to Class Counsel out of the Settlement Fund by wire transfer within five days of the Effective Date.

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. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Attorneys' Fee Award and Costs nor Service Awards. Nor shall Defendant be responsible for any tax obligations or payments associated with any payments made pursuant to the Settlement. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Attorneys' Fee Award and Costs nor Service Awards.

101. 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.

XI. Releases

102. 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, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected,

liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have or had.

103. The Releasing Parties expressly waive 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) and state medical privacy statutes. 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.

104. The Parties agree that the Released Claims contemplated shall not be construed to release any causes of action brought to enforce the terms of the Agreement.

105. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member

Benefit, under the Settlement.

106. 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.

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 and the Releases set forth in 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. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant does not waive, and expressly reserves, all rights to defend this Action and oppose certification of any class in this

action.

109. 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

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

111. 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.

112. Defendant may also unilaterally terminate this Settlement Agreement within 14 days written notice to Class Counsel if more than 25 Settlement Class Members submit valid Opt-Outs.

XIV. No Admission of Liability

113. 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 Action. 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.

114. 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, 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.

115. 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.

116. 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.

117. 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.

118. 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.

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

XV. Miscellaneous Provisions

120. ***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 will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. 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.

121. ***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.

122. ***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.

123. ***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.

124. ***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.

125. ***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.

126. ***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.

127. ***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.

128. ***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.

129. ***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.

130. ***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 five days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties.

131. ***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:

Casie D. Collignon
BAKER & HOSTETLER LLP
1801 California Street
Denver, CO 80202
ccollignon@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

132. ***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.

133. ***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.

134. ***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.

135. ***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.

136. ***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, if applicable, 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.

137. ***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)

Jeffrey Ostrow
Jeffrey Ostrow (Aug 20, 2026 16:00:39 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Aug 20, 2026 15:27:54 EDT)

MARIYA WEEKES
MILBERG PLLC

BLANK ROME LLP

By: _____
Its: _____

COUNSEL FOR BLANK ROME LLP



CASIE D. COLLIGNON
BAKER & HOSTETLER LLP

CLASS COUNSEL (for Plaintiffs)

_____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

_____
MARIYA WEEKES
MILBERG PLLC

BLANK ROME LLP

DocuSigned by:
Laurence Shtasel 8/20/2026 | 5:06 PM EDT
9432725C8428418...
By: Laurence Shtasel
Its: General Counsel

COUNSEL FOR BLANK ROME LLP

_____
CASIE D. COLLIGNON
BAKER & HOSTETLER LLP

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database