

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**CASE NO. 50-2025-CA-009512-XXXX-MB**

JAMIE CASTILLO, TERRY FREEMAN, and  
MELISSA ANTONIO, individually and  
on behalf of all others similarly situated, **CLASS ACTION**

Plaintiff, **JURY TRIAL DEMANDED**

v.

MYERS AUTO GROUP, LLC,  
Defendant.

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

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

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

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in the Agreement.
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 persons whose Private Information was compromised in the Data Breach suffered by Defendant.

5. Excluded from the Settlement Class are the judge(s) presiding over this matter and the clerks of said judge(s).

6. The Court preliminarily finds that the terms of the settlement are fair, reasonable, and adequate. 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: Rachel Dapeer of Dapeer Law, P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC.

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

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

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

12. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the end of the Opt-Out Period (30 Days from the Notice Date). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final

Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, Expenses and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class; (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, Expenses and Service Awards must be filed with the Court and served on Class Counsel and Defendant's Counsel at the addresses set forth in the Long-Form Notice. For an objection to be considered by the Court, the objection must be submitted no later than thirty (30) Days after the Notice Date.

15. 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.

16. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the settlement on May 8, 2026, at 1:30 a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearings will be held in person at the Palm Beach County Courthouse, Courtroom 11C, 205 N. Dixie Hwy., West Palm Beach, FL 33401, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the settlement and dismissing the Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

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

EVENT	PROPOSED DEADLINE
Notice Date	Within 30 Days after Preliminary Approval
Claims Deadline	75 Days from the Notice Date
Opt-Out Period Ends	Within 30 Days from the Notice Date
Objection Deadline	Within 30 Days from the Notice Date
Final Approval Hearing	<u>May 8, 2026</u> at <u>1:30</u> a.m./p.m.
Effective Date	The first Day after Final Approval and Final Judgment have become Final
Payment of Service Awards	No later than 30 Days after the Effective Date
Payment of Attorneys' Fees, Costs, and Expenses	No later than 30 Days after the Effective Date

Payment to Class Members	45 Days after the Effective Date
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18. 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 Palm Beach County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

50-2025-CA-009512-XXXXA-MB 02/05/2026  
G. Joseph Curley, Jr. Circuit Judge

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G. Joseph Curley, Jr.  
Circuit Judge

Hon. G. Joseph Curley  
CIRCUIT COURT JUDGE

Copies Furnished To:  
All Counsel of Record