

## SETTLEMENT AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Myers Auto Group, LLC ( “Myers Auto” or “Defendant”), and Jamie Castillo, Terry Freeman, and Melissa Antonio (“Plaintiffs”), both individually and on behalf of the Settlement Class, in the consolidated case of *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXA-MB, currently pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “Litigation”). Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

### **I. Recitals**

1. The Litigation arises out of a data breach suffered by Myers Auto in May of 2025, in which hackers targeted and accessed a portion of Myers Auto’s computer system and stole personally identifiable information (“PII”) and Protected Health Information (“PHI” and collectively with PII, the “Private Information”) of Plaintiffs and Settlement Class Members (the “Data Breach”).

2. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the operative Class Action Complaint (the “CAC”).

3. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the Parties’ respective positions.

4. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations and/or subject matter of the CAC and the Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.

5. Counsel for the Parties engaged in extensive arm's-length negotiations concerning a possible settlement of the claims asserted in the Litigation. These hard fought negotiations eventually resulted in a settlement, the terms of which are reflected in this Settlement Agreement.

6. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

7. The Parties agree and understand that neither this Settlement Agreement, nor the settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

8. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the CAC, and all matters and claims arising out of or related to the allegations and/or subject

matter of the CAC and Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

## **II. Definitions**

9. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

b. “Claims Deadline” means the deadline for filing claims set at a date certain seventy-five (75) Days from the Notice Date, as defined in Paragraph 43.

c. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under the laws of the United States but shall not require a notarization or any other form of verification.

d. “Claims Period” means the period for filing claims up until a date certain seventy-five (75) Days from the Notice Date.

e. “Claimants” shall have the meaning given in Paragraph 32.

f. “Class Counsel” shall mean Milberg Coleman Bryson Phillips Grossman PLLC and Dapeer Law, P.A.

g. “Class Representatives” means the Plaintiffs, Jamie Castillo, Terry Freeman, and Melissa Antonio.

h. “Court” means the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

i. “Data Breach” means the unauthorized access by a third party of Defendant’s computer system in May 2025, which led to the alleged disclosure of the PII and PHI of Plaintiffs and Settlement Class Members.

j. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

k. “Defendant’s Counsel” means Shook, Hardy & Bacon LLP.

l. “Effective Date” means the date defined in Paragraph 87 of this Settlement Agreement.

m. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

n. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the application of Class Counsel for an Attorneys’ Fees, Costs, and Expenses and Service Awards for Plaintiffs should be approved.

o. “Final Approval Order” means the order of the Court finally approving

this Settlement.

p. “Final Judgment” means the dismissal with prejudice in the Litigation, entered in connection with the Settlement and Final Approval Order.

q. “Litigation” means the consolidated lawsuit entitled *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXXA-MB pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

r. “Litigation Costs” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an order of final judgment.

s. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

t. “Notice and Claims Administration Costs” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or representatives in this Litigation.

u. “Notice Date” means the date defined in Paragraph 43 of this Settlement Agreement.

v. “Notice Program” means the notice program described in Section VII.

w. “Objection Deadline” shall have the meaning set forth in Paragraph 53 or as otherwise ordered by the Court.

x. “Parties” means Plaintiffs collectively and Defendant, and a “Party” means either the Plaintiffs or the Defendant.

y. “Plaintiffs’ Released Claims” means all claims and other matters released

in and by Section XIV of this Settlement Agreement.

z. “Postcard Notice,” “Short-Form Notice,” and “Email Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as the Short-Form Notice attached as **Exhibit C** to this Settlement Agreement.

aa. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

bb. “Preliminary Approval Order” means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.

cc. “Related Entities” means Myers Auto’s past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Myers Auto’s and these entities’ respective predecessors, successors, members, directors, officers, employees, principals, agents, attorneys, providers, vendors, customers, insurers, and reinsurers, and includes, without limitation, any person related to any such entity who is, was, or could have been named as a defendant in this Litigation.

dd. “Released Class Claims” means all class claims and other matters released in and by Section XIV of this Settlement Agreement.

ee. “Releasing Parties” shall be defined as Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past spouses, heirs, executors, representatives, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents,

consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

ff. “Released Persons” means Defendant and the Related Entities, as well as their respective present or past joint ventures, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, and its, or their respective, administrators, employees, agents, consultants, insurers, reinsurers, directors, managing directors, officers, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations, whether foreign or domestic, that are owned or controlled by Myers Auto.

gg. “Settlement” means the settlement reflected by this Settlement Agreement.

hh. “Settlement Administrator” means the class action settlement administrator retained to carry out the notice plan and administer the claims and settlement fund distribution process. After reviewing bids, the Parties, subject to Court approval, have agreed to use Simpluris as the Settlement Administrator in this matter.

ii. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.

jj. “Settlement Class” means all persons whose Private Information was compromised in the Data Breach suffered by Defendant. Excluded from the Class are the judge(s) presiding over this matter and the clerks of said judge(s).

kk. “Settlement Class Member[s]” means all persons who are members of the Settlement Class. Defendant estimates that there are approximately 4,229 Settlement Class

Members.

ll. “Settlement Fund” or “Pro Rata Settlement Fund” means the non-reversionary sum of fifteen thousand dollars and zero cents (\$15,000.00), to be paid by, or on behalf of, Defendant as specified in this Agreement, including any interest accrued thereon after payment, from which pro rata cash payments to Settlement Class Members who submit valid and timely claims shall be paid.

mm. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Postcard Notice, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

10. For settlement purposes only, the Parties will request that the Court certify the Settlement Class.

11. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Parties’ request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

### **IV. THE PRO RATA SETTLEMENT FUND**

12. **Pro Rata Settlement Fund:** Defendant agrees to make a payment of fifteen thousand dollars and zero cents (\$15,000.00) and deposit that payment into the Pro Rata Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order. The Pro Rata Settlement Fund shall be used to provide pro rata cash payments to Settlement Class Members who submit valid claims. The timing set forth in this provision is contingent upon the

receipt of an invoice, W-9, payment instructions from the Settlement Administrator for the Pro Rata Settlement Fund, and contact information of an individual to voice-verify the instructions, by the date that the Preliminary Approval Order is issued.

13. **Custody of the Pro Rata Settlement Fund:** The Pro Rata Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Pro Rata Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Pro Rata Settlement Fund in the event this Agreement is voided, terminated, or cancelled.

a. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representative and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Pro Rata Settlement Fund after payments incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Pro Rata Settlement Fund net of any taxes, shall be returned to Defendant; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

14. **Non-Reversionary:** This settlement is not a reversionary settlement. As of the Effective Date, all rights of Defendant in or to the Pro Rata Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section XIII of this Agreement. In the event the Effective Date occurs, no portion of the Pro Rata Settlement Fund shall be returned to Defendant.

15. **Use of the Pro Rata Settlement Fund:** As further described in this Agreement, the Pro Rata Settlement Fund shall be used by the Settlement Administrator to pay for pro rata cash payments to Settlement Class Members and any taxes owed by the Pro Rata Settlement

Fund. Other costs associated with the Settlement will be paid by Defendant separate and apart from the Settlement Fund. Specifically, separate and apart from the funds deposited in the Pro Rata Settlement Fund, Defendant agrees to pay for; (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any Service Awards approved by the Court, (iii) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (iv) the cost to provide one year of Financial Shield with 1B credit monitoring for all class members, pursuant to the terms and conditions of this Agreement.

16. **Financial Account:** The Pro Rata Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

17. **Payment/Withdrawal Authorization:** No amounts may be withdrawn from the Pro Rata Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or (ii) as may be approved by the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Pro Rata Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

18. **Payments to Class Members:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Pro Rata Settlement Fund to Claimants pursuant to this Agreement.

19. **Treasury Regulations and Fund Investment:** The Parties agree that the Pro

Pro Rata Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Pro Rata Settlement Fund and paying from the Pro Rata Settlement Fund any taxes owed by the Pro Rata Settlement Fund. The Parties agree that the Pro Rata Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Pro Rata Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Pro Rata Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check-clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Pro Rata Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

20. **Taxes:** All taxes owed by the Pro Rata Settlement Fund shall be paid out of the Pro Rata Settlement Fund, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Pro Rata Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Pro Rata Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax

consequences to him or her regarding the receipt of funds from the Pro Rata Settlement Fund pursuant to this Agreement.

**21. Limitation of Liability**

a. Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Pro Rata Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Pro Rata Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Pro Rata Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Pro Rata Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Pro Rata Settlement Fund or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representative and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Pro Rata Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Pro Rata Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Pro Rata Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Pro Rata Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Pro Rata Settlement Fund or the filing of any returns.

## V. BENEFITS TO SETTLEMENT CLASS MEMBERS

22. **Compensation to Settlement Class Members.** All Settlement Class Members will receive one year of Financial Shield, regardless of whether they submit a claim form. Settlement Class Members must submit a valid Claim Form in order to receive a pro rata cash payment from the Settlement. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. All Settlement Class members who submit a valid claim form will receive a pro rata share of the Pro Rata Settlement Fund, which will be paid in accordance with Paragraph 15 above.

23. **Financial Shield.** All Settlement Class Members will receive a code to enroll in one year of Financial Shield, a data-protection and monitoring service.

24. **Cash Compensation.** Settlement Class Members may file a claim for a cash payment that is allocated by proration as described in Paragraph 34.

## VI. SETTLEMENT ADMINISTRATION

25. All agreed-upon and reasonable Notice and Settlement Administration Costs will be paid separate and apart from the Pro Rata Settlement Fund.

26. The Parties solicited competitive bids for settlement administration, including Notice and Claims Administration Costs, and will rely upon Email Notice, where available, and Postcard Notice, in order to contain the administration costs while still providing effective notice to the Settlement Class Members.

27. The Settlement Administrator will provide written notice of the settlement terms to all Settlement Class Members for whom Defendant has provided a valid mailing address or email address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-

tracing. Settlement Class Members shall have thirty (30) Days from the Notice Date to object to the Settlement Agreement.

28. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by both Class Counsel and Defendant's Counsel. The Parties shall reasonably cooperate with such requests.

29. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

30. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claims Deadline.

31. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

32. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall

be considered “Claimants.”

33. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Defendant, Class Counsel and Defendant’s Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Defendant’s Counsel may reasonably require.

34. Subject to the terms and conditions of this Settlement Agreement, forty-five (45) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check (“Claim Check”) or digital payment selected in consultation with the Settlement Administrator (collectively, “Claim Payment”) to each Claimant for their pro rata share of the Settlement Fund, in accordance with the following distribution procedures:

a. The amount of each Cash Compensation payment shall be calculated by dividing the Pro Rata Settlement Fund by the number of valid claims for Cash Compensation.

35. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

36. To the extent any monies remain in the Pro Rata Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who cashed or deposited their initial Claim Payments they received, provided that the average payment amount is equal to or greater

than Three Dollars and Zero Cents (\$3.00). The distribution of this remaining Pro Rata Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Pro Rata Settlement Fund, if any, shall be distributed by mutual agreement of the Parties and the Court.

37. For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

38. No portion of the Pro Rata Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Pro Rata Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed according to the provisions outlined in Paragraph 36.

39. Settlement Class Members do not need to submit a claim to receive Financial Shield. Each Settlement Class Member will receive a code on their Notice which provides the ability to enroll in one year of Financial Shield. Instructions for how to enroll in the Financial Shield product will be sent within thirty (30) days of the Effective Date.

## **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

40. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

41. Direct Notice shall be provided to Settlement Class Members via Email Notice for Settlement Class Members for whom the Settlement Administrator has a valid email address and otherwise by U.S. Mail for Settlement Class Members for whom the Settlement Administrator

has a valid address.

42. Within ten (10) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names, email addresses, and last addresses known to Defendant for the individuals who may be Settlement Class Members (the “**Class List**”). The Settlement Administrator shall, by using the National Change of Address database maintained by the U.S. Postal Service (“**Postal Service**”), obtain updates, if any, to the mailing addresses.

- a. Myers Auto shall provide the Class List to the Claims Administrator only for the purposes of settlement administration. The Claims Administrator shall not provide the Class List to Class Counsel.
- b. To the extent Class Counsel learns the identity of and/or address or email address of any Settlement Class Member(s) in connection with the settlement administration process, including but not limited to by Class Counsel being contacted by any Settlement Class Member(s) based on such Settlement Class Member(s) receiving Class Counsel’s contact information on the Class Notice and/or Claim Form, Class Counsel shall not use that information for any purpose other than assisting Settlement Class Member(s) with the settlement administration process. Class Counsel shall not use information obtained through the settlement administration process regarding the identity of and/or last-known address of any Class Member(s) to solicit or notify any such Settlement Class Member(s) about any other currently pending or future actions that such Settlement Class Member(s) may be able to join and/or bring. Nothing in this Settlement Agreement shall restrict Class Counsel’s ability and right to represent any Class Member(s) in this Litigation or in any other currently-pending or future action in the event that such Settlement Class Member(s) independently approach(es) Class Counsel or is approached by Class Counsel without using information obtained in connection with the settlement administration process in this Litigation, seeking representation in connection with their potential rights to assert claims against any entity.

43. Within thirty (30) Days following entry of the Preliminary Approval Order (“**Notice Date**”), the Settlement Administrator shall provide Email Notice and/or Postcard Notice to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request.

44. For any email addresses reported as invalid, the Settlement Administrator shall

provide Postcard Notice. If any Short-Form Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. For Notices returned with no forwarding address, the Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.

45. The mailed notice will consist of the Postcard Notice substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders.

46. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the CAC, Postcard Notice, Long-Form Notice, Claim Form, this Settlement Agreement, the Preliminary Approval Order, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld, by Class Counsel and Defendant's Counsel. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Postcard Notice.

47. Claimants shall be able to submit their claims via the website.

48. The Settlement Website shall be maintained from the Notice Date until sixty (60)

Days after the Claims Deadline has passed.

49. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

50. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

### **VIII. OBJECTIONS TO THE SETTLEMENT**

51. Any Settlement Class Member who wishes to object to the Settlement Agreement must file with the Court and serve a written objection(s) to the Settlement (“**Objection(s)**”) on Class Counsel and Defendant’s Counsel, at the addresses set forth in the LongForm Notice.

52. Each Objection must substantially comply with the following; (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.

53. Objections must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than thirty (30) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Short-Form and Long-Form Notices.

54. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

55. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

56. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement and the Long-Form Notice, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

## **IX. OPT OUT PROCEDURES**

57. Each individual wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest an individual's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than thirty (30) Days after the Notice Date.

58. All individuals who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 57 above, referred to herein as "**Opt-Outs**," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 57 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

#### **IX. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARDS**

59. Class Counsel shall request the Court to approve an Attorneys' Fees, Costs, and Expenses Award not to exceed \$120,000.00. Myers Auto takes no position on this request. Any Attorneys' Fees, Costs, and Expenses Award approved by the Court shall be paid by Myers Auto no later than thirty (30) Days after the Effective Date. The timing set forth in this provision is contingent upon the receipt of a W-9, payment instructions from Class Counsel, and contact information of an individual to voice-verify the instructions. For the avoidance of doubt, the Court-approved amount of any Attorneys' Fees, Costs, and Expenses Award shall be paid by Defendant separate and apart from the Pro Rata Settlement Fund and other benefits to the Settlement Class. The amount of attorneys' fees, costs and expenses was negotiated after the primary terms of the Settlement were negotiated.

60. Class Counsel shall request the Court to approve a service award of one thousand dollars and zero cents (\$1,000.00) for each named Plaintiff, which award is intended to recognize

Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class (the “Service Award”). For the avoidance of doubt, the Court-approved amount for any Service Award shall be paid by Defendant separate and apart from the Pro Rata Settlement Fund and any other benefits to the Settlement Class. If approved by the Court, this Service Award will be paid by Myers Auto to Class Counsel no later than thirty (30) Days after the Effective Date. The timing set forth in this provision is contingent upon the receipt of a W-9, payment instructions from Class Counsel, and contact information of an individual to voice-verify the instructions. The Parties did not discuss or agree upon payment of the Service Award until after they agreed on all materials terms of relief to the Settlement Class.

61. Class Counsel will file applications with the Court for the requested Service Award and Attorneys’ Fees, Costs, and Expenses Award no later than fourteen (14) Days prior to the Objection Deadline.

62. The Parties agree that the Court’s approval or denial of any request for the Service Award or Attorneys’ Fees, Costs, and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any reduction to the Service Award or Attorneys’ Fees, Costs, and Expenses Award shall not operate to terminate or cancel this Settlement Agreement.

## **X. NOTICES**

63. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by mail to the following addresses:

All notices to Class Counsel or Plaintiffs shall be sent to:

Rachel Dapeer  
Dapeer Law, P.A.  
520 S Dixie Hwy, #240  
Hallandale Beach, Florida 33009

All notices to Defendant’s Counsel or Defendant shall be sent to:

Alfred Saikali  
Shook, Hardy & Bacon L.L.P.  
201 S. Biscayne Blvd., Suite 3200  
Miami, FL 33131

64. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

#### **XI. SETTLEMENT APPROVAL PROCESS**

65. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Florida, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. Appoints Simpluris as the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

h. Approves the Objection procedures as outlined in this Settlement Agreement;

i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and,

j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

## **XII. FINAL APPROVAL HEARING**

66. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than seventy-five (75) Days after the Notice Date.

67. The Parties may file a response to any objections and a Motion for Final Approval no later than fourteen (14) Days after the Objection Deadline.

68. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

69. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Florida, the United States Constitution, and

any other applicable law;

b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

c. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;

d. A finding that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;

e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;

f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Plaintiffs' Released Claims;

g. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Class Claims; and

h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the

foregoing.

70. Upon entry of the Final Approval Order, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

### **XIII. TERMINATION OF THIS SETTLEMENT AGREEMENT**

71. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit D** hereto);

b. The Court denies final approval of this Settlement Agreement;

c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement on the terms set forth herein; or

d. The Effective Date cannot or does not occur.

72. Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement if 50 or more individuals opt out of the Settlement Class.

73. The Parties agree to work in good faith to effectuate this Settlement Agreement.

74. If a Party elects to terminate this Settlement Agreement under this Section XIII, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or mail within ten (10) Days of the occurrence of the condition permitting termination.

75. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

76. If this Settlement Agreement is terminated or disapproved, or if the Effective Date

should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

77. If the Court does not approve the Settlement or the Effective Date cannot or does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

#### **XIV. RELEASE**

78. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

79. On the Effective Date, Plaintiffs and each and every Settlement Class Member

shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Plaintiffs' Released Claims or the Released Class Claims.

80. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, disputes, contracts or agreements, extra-contractual claims, damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct or indirect, individual or representative, of every nature and description whatsoever, regardless of whether arising out of or connected to the Data Breach, that were or could have been asserted in the Litigation or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure of the Settlement Class Members' personal health information to any third party, including all claims that were brought or could have been brought in the Litigation relating to the disclosure of such information belonging to any and all Releasing Parties (the "**Plaintiffs' Release**"). Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant. The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "**Plaintiffs' Released Claims**"). The Plaintiffs'

Released Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

81. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, disputes, contracts or agreements, extra-contractual claims, damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct or indirect, individual or representative, of every nature and description whatsoever, regardless of whether arising out of or connected to the Data Breach, that were or could have been asserted in the Litigation or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure of the Settlement Class Members' personal health information to any third party, including all claims that were brought or could have been brought in the Litigation relating to the disclosure of such information belonging to any and all Releasing Parties (the "**Settlement Class Release**"). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "**Released Class Claims**"). The Released Class Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

82. Subject to Court approval, upon entry of the Final Approval Order, Plaintiffs and

all Settlement Class Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs' Released Claims and the Released Class Claims shall be dismissed with prejudice and released.

83. The Plaintiffs' Released Claims and Released Class Claims include the release of Unknown Claims. "**Unknown Claims**" means claims that could have been raised in the Litigation and that any of the Plaintiffs or Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her, or its agreement to release Defendant and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFFS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEFENDANT.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

84. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

85. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release (the "**Releases**"), the Releases cover, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs' Released Claims or the Released Class Claims as well as any and all claims for Service Awards to Plaintiffs.

86. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

## **XV. EFFECTIVE DATE**

87. The "Effective Date" of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders 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, all as provided above;
- c. The Court-approved Postcard Notice has been mailed, other notice required by the Notice Program, if any, has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Final Judgment have become Final, as defined in Paragraph 9(m).

## **XVI. MISCELLANEOUS PROVISIONS**

88. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

89. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Data Breach or allegations asserted in the CAC and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms.

Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

90. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

91. No person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

92. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

93. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or

condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

94. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

95. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

96. This Settlement Agreement shall be construed under and governed by the laws of the State of Florida without regard to its choice of law provisions.

97. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable

provision(s).

98. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.

99. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

100. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

101. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

102. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

103. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

**AGREED TO BY:**

Alina Hillhouse

Alissa Hillhouse, on behalf of, MYERS  
AUTO GROUP, LLC

c/o

Alfred J. Saikali  
Shook, Hardy & Bacon L.L.P.  
201 S. Biscayne Blvd., Suite 3200  
Miami, FL 33131  
asaikali@shb.com

*Counsel for Myers Auto Group, LLC*

J.C.

Jamie Castillo, Class Representative

12/26/2025

Terry Freeman

Terry Freeman (Jan 6, 2026 09:48:52 EST)

Terry Freeman, Class Representative

06/01/2026

Melissa Antonio

Melissa Antonio (Jan 6, 2026 09:45:45 EST)

Melissa Antonio, Class Representative

06/01/2026

c/o

Rachel Dapeer  
DAPEER LAW, P.A.  
520 S Dixie Hwy, #520  
Hallandale Beach, Florida 33009  
Tel: (954) 799-5914  
rachel@dapeer.com

Mariya Weekes  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
333 SE 2<sup>nd</sup> Avenue, Suite 2000  
Miami, FL 33131  
Tel: (866) 252-0878  
mweekes@milberg.com

*Counsel for Proposed Representative Plaintiffs  
and Class Counsel*

# **EXHIBIT A**

Your claim  
must be  
submitted  
online or  
postmarked  
by:

[Claims  
Deadline]

**Castillo et al. v. Myers Auto Group, LLC**  
Case No. 50-2025-CA-009512-XXXX-MB  
Judicial Circuit Court of Palm Beach County, Florida

**DATA BREACH 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 persons whose Private Information was compromised in the Data Breach suffered by Defendant."

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge's family and staff; and (2) anyone who validly excludes themselves from the Settlement.

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

**AVAILABLE BENEFITS**

Myers Auto has agreed to provide the benefits described below. Other costs, such as attorneys' fees and costs, will be paid separately by Myers Auto.

**BENEFITS**

**CyEx Financial Shield Complete.** All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million in identity theft insurance and includes:

- Real-time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

**All Settlement Class Members were emailed or mailed a postcard that provided their enrollment code. If you no longer have the enrollment code, please contact the Settlement Administrator.**

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



**Your claim  
must be  
submitted  
online or  
postmarked  
by:**

**[Claims  
Deadline]**

***Castillo et al. v. Myers Auto Group, LLC***  
Case No. 50-2025-CA-009512-XXXX-MB  
Judicial Circuit Court of Palm Beach County, Florida

**DATA BREACH SETTLEMENT CLAIM FORM**

**Your claim  
must be  
submitted  
online or  
postmarked  
by:**

**[Claims  
Deadline]**

**Cash Compensation.** Myers Auto has agreed to create a \$15,000.00 Settlement Fund. All Settlement Class Members are eligible to claim a share of this money. The payment amount will be calculated by dividing the Settlement Fund by the number of valid and timely claims.

Once the payment amount is determined, it will be provided on the Settlement Website.

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

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

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE 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.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email 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]

**Castillo et al. v. Myers Auto Group, LLC**  
Case No. 50-2025-CA-009512-XXXX-MB  
Judicial Circuit Court of Palm Beach County, Florida

**DATA BREACH 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**

First Name

Last Name

Street Address

City  
Zip Code

State

Email Address  
Notice ID (if known)

Phone Number

**II. CASH COMPENSATION**

Check this box if you want to claim a one-time Pro Rata cash payment.

**III. 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**

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]

**Castillo et al. v. Myers Auto Group, LLC**  
Case No. 50-2025-CA-009512-XXXX-MB  
Judicial Circuit Court of Palm Beach County, Florida

**DATA BREACH SETTLEMENT CLAIM FORM**

Your claim  
must be  
submitted  
online or  
postmarked  
by:

[Claims  
Deadline]

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.

**IV. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form 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 B**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Castillo et al. v. Myers Auto Group, LLC*  
Case No. 50-2025-CA-009512-XXXX-MB  
Circuit Court of Palm Beach County, Florida

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 MYERS AUTO GROUP, LLC DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO**

*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 Myers Auto Group, LLC (“Myers Auto” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Myers Auto's computer systems that occurred in May 2025 (the “Data Breach”). Certain files that contained private information and protected health information were accessed. These files may have contained personal information such as name; contact information; date of birth; and government identification number (such as Social Security number or driver's license number).
- The lawsuit is called *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXX-MB. It is pending in the Circuit Court of Palm Beach County, Florida (the “Litigation”).
- Myers Auto denies that it did anything wrong, and the Court has not decided fault.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Myers Auto's records indicate that you are a Class Member entitled to benefits under the Settlement. You may have received a previous notice directly from Myers Auto.

- 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
<b>SUBMIT A CLAIM</b>	<p>The only way to receive 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 <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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 benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	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 the Defendant 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.

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## Basic Information

### 1. Why was this Notice issued?

The Circuit Court of Palm Beach 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 *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXXA-MB. It is pending in the Circuit Court of Palm Beach County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Myers Auto Group, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the May 2025 targeted cyberattack on Myers Auto's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as name; contact information; date of birth; and government identification number (such as Social Security number or driver's license number).

### 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 Settlement, the Class Representatives are Jamie Castillo; Terry Freeman; and Melissa Antonio. Everyone included in this Action are the 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 Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: "All persons whose Private Information was compromised in the Data Breach suffered by Defendant."

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; and (2) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a 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: Myers Auto Data Breach 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?

Myers Auto has agreed to provide the benefits described below. Other costs, such as attorneys' fees and costs, will be paid separately by Myers Auto.

#### **BENEFITS**

**CyEx Financial Shield Complete.** All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real-time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

**All Settlement Class Members were mailed a postcard that provided their enrollment code. If you no longer have the enrollment code, please contact the Settlement Administrator.**

**Cash Compensation.** Myers Auto has agreed to create a \$15,000.00 Settlement Fund. All Settlement Class Members are eligible to claim a share of this money. The payment amount will be calculated by dividing the Settlement Fund by the number of valid and timely claims.

Once an estimate for how much of this payment is available, it will be provided on the Settlement Website.

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

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

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

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

If you stay in the class, you won't be able to be part of any other lawsuit against Myers Auto about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIV) describes the legal claims that you give up if you remain in the 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:

Myers Auto Data Breach 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, 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 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.

# The Lawyers Representing You

## 12. Do I have a lawyer in the case?

Yes, the Court has appointed the law firms of Milberg Coleman Bryson Phillips Grossman PLLC and Dapeer Law, P.A, to represent you and other 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 \$120,000.00 as reasonable attorney's fees and costs of litigation. This amount will be paid by Myers Auto.

Class Counsel will also ask for Service Award payments of \$1,000.00 for each of the Class Representatives. Service Award payments will also be paid by Myers Auto.

# Excluding Yourself 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 a Request for Exclusion, and is sometimes also called "opting out." If

you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Myers Auto on your own about the legal issues in this case.

If you exclude yourself, 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 exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXA-MB, pending in the Circuit Court of Palm Beach County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" 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:

Myers Auto Data Breach Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed 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 Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself 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: *Castillo et al. v. Myers Auto Group, LLC*, Case No. 50-2025-CA-009512-XXXA-MB, pending in the Circuit Court of Palm Beach County, Florida;
- (2) your full name, mailing address, telephone number, and email address;

- (3) your signature (if you have hired your own lawyer, their signature is not sufficient).
- (4) information that proves that you are a Class Member (such as a notice you have received);
- (5) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (6) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (7) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (8) the signature of your attorney or other authorized representative, with supporting documentation; and
- (9) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;

For your objection to be valid, 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 to the Settlement Administrator, Class Counsel, and counsel for Defendants.

<b>Clerk of the Court</b>	<b>Settlement Administrator</b>
Clerk of the Court <b>[Court Address]</b>	Myers Auto Data Breach Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958
<b>Class Counsel</b>	<b>Counsel for Defendants</b>
Rachel Dapeer <b>DAPEER LAW, P.A.</b> 520 S Dixie Hwy., #520 Hallandale Beach, FL 33009 Mariya Weekes  <b>MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC</b> 333 SE 2 <sup>nd</sup> Ave., Ste. 2000 Miami, FL 33131	Alfred Saikali <b>Shook, Hardy &amp; Bacon L.L.P.</b> 201 S. Biscayne Blvd., Ste. 3200 Miami, FL 33131

## 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 exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and 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 of Palm Beach County, Florida, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a 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 cash 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: Myers Auto Data Breach 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 C**

**TO:** «Email Address»  
**FROM:** “Myers Auto Data Breach Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:** Myers Auto Data Breach Settlement – You are Eligible to File a Claim

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**LEGAL NOTICE**

*Castillo et al. v. Myers Auto Group, LLC*  
Case No. 50-2025-CA-009512-XXXXA-MB  
Judicial Circuit Court of Palm Beach County, Florida

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 MYERS AUTO GROUP, LLC, DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO 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.*

Dear «First» «Last»:

A Settlement has been reached with Myers Auto Group, LLC (“Myers Auto”) in a class action lawsuit about the May 2025 cyberattack on Myers Auto Group’s computers (the “Data Breach”). Files containing private information were accessed.

Myers Auto 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 risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?** The Court has defined the class as: “All persons whose Private Information was compromised in the Data Breach suffered by Defendant.”

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

**What are the Settlement benefits?** You can claim one year of data-protection and monitoring services from CyEx Financial Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,** you may claim a **Pro Rata Cash Payment**. The amount will be calculated by dividing the \$15,000 Settlement Fund by the number of valid and timely claims.

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

**How do I receive a benefit?** Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. Claims must be submitted online, mailed, or emailed by [Claims Deadline].

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue Myers Auto for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

**When will the Court decide whether to 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 \$120,000.00, and \$1,000.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

Myers Auto Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box [REDACTED]  
Santa Ana, CA 92799-9958

**Castillo et al. v. Myers Auto Group,  
LLC**

Case No. 50-2025-CA-009512-  
XXXXA-MIB

**IF YOUR PRIVATE INFORMATION  
WAS COMPROMISED IN THE MAY  
2025  
MYERS AUTO GROUP, LLC, DATA  
BREACH,**

**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 NOTICE IS ONLY A SUMMARY  
VISIT  
[WWW.SETTLEMENTWEBSITE.CO](http://WWW.SETTLEMENTWEBSITE.CO)  
OR SCAN THIS QR CODE**



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 Myers Auto Group, LLC ("Myers Auto") in a class action lawsuit ("Settlement"). The case is about the May 2025 cyberattack on Myers Auto's computers (the "Data Breach"). Files containing private information were accessed. Myers Auto 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 is available online.

**Who is included in the Settlement?**

The Court has defined the class as: "All persons whose Private Information was compromised in the Data Breach suffered by Defendant."

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

**What are the Settlement benefits?**

You can claim one year of data-protection and monitoring services from **CyEx Financial Shield Complete**.

**YOUR ENROLLMENT CODE IS:**

«**EnrollmentCode**»

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,** you may claim a **Pro Rata Cash Payment**. The amount will be calculated by dividing the \$15,000 Settlement Fund by the number of valid and timely claims.

Full details and instructions are available online.

**How do I receive a benefit?**

File your claims online. 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?**

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Myers Auto for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The 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 \$120,000, and \$1,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have ~~www~~.**[Settlement**



# **EXHIBIT D**

**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,

Plaintiff,

**CLASS ACTION**

**JURY TRIAL DEMANDED**

v.

MYERS AUTO GROUP, LLC,  
Defendant.

\_\_\_\_\_ /

**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT**

WHEREAS Plaintiffs Jamie Castillo, Terry Freeman, and Melissa Antonio (“Plaintiffs”) individually and as Class Representative on behalf of a proposed Settlement Class and Defendant Myers Auto Group, LLC (“Myers Auto Group” or “Defendant”), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Lawsuit upon the terms and conditions stated in the Settlement Agreement and Release:

NOW, THEREFORE, based upon the Agreement, upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a 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. The Agreement (including Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.
2. The Court finds that it has subject matter jurisdiction to preliminarily approve the Settlement Agreement, including all exhibits thereto and the settlement contained

therein and that it has personal jurisdiction over Plaintiffs and all Settlement Class Members.

3. The Court preliminarily approves the Agreement (including Exhibits), finding that the Proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class.
4. For purposes of determining whether the terms of the Proposed 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. Plaintiffs are preliminarily appointed as representatives of the Settlement Class (“Class Representatives”), and the following attorneys are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”):

Rachel Dapeer, Esq.  
**DAPEER LAW, P.A.**  
520 S. Dixie Hwy, #240  
Hallandale Beach, Florida 33009  
T: 954-799-5914

Mariya Weekes  
**MILBERG COLEMAN  
BRYSON PHILLIPS GROSSMAN, PLLC**  
333 SE 2<sup>nd</sup> Avenue, Suite 2000  
Miami, FL 33131  
Tel: (866) 252-0878

6. The Court approves in form and substance the notice plan and the forms of Notice reflected in the proposed Long-Form Notice,, Short-Form Notice, and the Claim Form attached as Exhibits A-C to the Agreement. The notice plan and forms of Notice (i) are the best notice practicable under the circumstances; (ii) are reasonably calculated, under

the circumstances, to apprise Settlement Class Members of the pendency and status of this Lawsuit and of their right to object to or exclude themselves from the proposed settlement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval Hearing; and (iv) fully satisfy all applicable requirements of Rule 23 of the Florida Rules of Civil Procedure, due process, and any other applicable rules or laws. Non-substantive modifications to the forms of Notice may be made without further order of the Court.

7. No later than thirty (30) days following this Order, the Court directs the Settlement Administrator to initiate and maintain the Settlement Website, and to post thereon the Settlement Agreement, Short-Form Notice, Long-Form Notice, Claim Form, Preliminary Approval Order, as set forth in the Agreement, and to maintain the website for 60 days after the Claims Deadline.
8. Within 10 days of entry of this Order, Defendant shall provide the last-known physical mailing address, names and email addresses it possesses for potential Settlement Class members. The Settlement Administrator shall run physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member. Within 30 days of entry of this Order, the Settlement Administrator shall send Email Notice and/or Postcard Notice to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request.
9. If any Notice and/or Claim Form mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Notice and/or Claim Form that is returned as undeliverable and

provide copies of the log to Defendant and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. For the remaining returned mailings, the Settlement Administrator will perform skip tracing to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Notice is returned as undeliverable a second time, no further mailing shall be required.

10. For any email addresses reported as invalid, the Settlement Administrator shall provide Postcard Notice. If any Short-Form Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. For Notices returned with no forwarding address, the Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.
11. The Court finds that the procedures set forth herein constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses of Settlement Class Members.
12. The Court preliminarily finds that the notice provided to potential Settlement Class Members (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and of their right to object or to exclude themselves from the Proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice.
13. Potential Settlement Class Members who wish to exclude themselves from the Settlement

Class must submit timely, written requests for exclusion as set forth in the Agreement. To be effective, the written request must clearly manifest an individual's intent to opt-out of the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Notice and must be postmarked no later than 30 days after the Notice is issued. Requests for exclusion must be exercised individually by the Settlement Class Member or his or her Legally Authorized Representative, and not as or on behalf of a group, class, or subclass.

14. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Notice and the Agreement shall be excluded from the Settlement Class. Such Persons shall have no rights under the Proposed Settlement, shall not share in any distribution of funds under the Proposed Settlement, and shall not be bound by the Proposed Settlement or by any Final Judgment and Order approving the Proposed Settlement.
15. 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 Judgment and Order entered, even if such Settlement Class Members never received actual notice of this Lawsuit or this Proposed Settlement, or never submitted a claim pursuant to the Proposed Settlement. If final approval of the Proposed 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 Persons, as defined in the Agreement.
16. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must file and serve on Class Counsel and Defendant's Counsel

written notices of intent to object or intervene, as described in the Agreement and below. Any Settlement Class Member who has timely filed an objection in compliance with the Agreement and this Order may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement Class Member or his or her attorney or his or her Legally Authorized Representative, and not as a member of a group, class, or subclass.

17. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than thirty (30) days after the Notice date. Any untimely objection or motion to intervene may not be considered, at the discretion of the Court.
18. A notice of intent to object to the Proposed Settlement must substantially comply with the following:
  - (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.

19. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.
20. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendant by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and waive their right to pursue an independent remedy against Defendant. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Judgment and Order of the Court.
21. The Court directs the Settlement Administrator to rent a post office box to be used for receiving requests for exclusion, objections, notices of intent to appear, and any other settlement-related communications, and provides that only the Settlement Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in the Agreement or by further order of the Court. The Court also directs the Settlement Administrator promptly to furnish Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intent to appear, or other communications that come into its possession, as set forth in the Agreement.
22. The Court approves the claims submission process as set forth in the Agreement,

including the Claim Form proposed by the parties, and finds the claim submission process to be fair and reasonable. The Court directs the Parties and Settlement Administrator to initiate the claims' process as set forth in the Agreement, including a deadline to submit a claim seventy-five (75) days following the Notice Date. Claims submitted after such date shall be deemed untimely.

23. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement on [no earlier than 75 days after the Notice Date] \_\_\_\_\_ at \_\_\_\_\_. During the Final Approval Hearing, the Court will consider whether the proposed settlement described in the Agreement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Judgment and Order approving the proposed Settlement and dismissing this Lawsuit on the merits, with prejudice. The Court will also consider the amount of any Class Counsel Payment and whether to make and the amount of any Service Awards to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the settlement website, and the Court's docket.

24. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

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

26. The schedule of events referenced above should occur as follows:

Event	Date
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Notice Completion Deadline	No later than thirty (30) days after entry of this Preliminary Approval Order (the “Notice Date”)
Postmark Deadline for Requests for Exclusion (Opt-Outs)	No later than thirty (30) days after the Notice Date (“Exclusion/Objection Deadline”)
Filing and Service Deadline for Objections	No later than thirty (30) days after the Notice Date, i.e., the Exclusion/Objection Deadline
Motion for Class Counsel Payment and Service Awards to be filed by Class Counsel	No later than fifteen (15) days before the Final Approval Hearing
Claims Deadline	No later than seventy-five (75) days after the Notice Date
Final Approval Hearing	At least seventy-five (75) days after entry of the Notice Date

**DONE AND ORDERED** in chambers in PALM BEACH CIRCUIT COURT, Florida

this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Copies finished to:  
Counsels of Record