Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

JESSICA MARCANTEL, BRIAN GAVETTE, TRACY CORBIN, JOANNE MALLES, ADAM TRUELL, DANIEL TARLINI, and SHAREN HOLWAY, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

DOCTORS IMAGING GROUP, LLC,

Defendant.
_____/

CASE NO. 01-2025-CA-002937

SETTLEMENT AGREEMENT

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

I. Procedural History

1. Defendant is a physician-owned radiological practice with outpatient centers based in Alachua County. In the ordinary course of operating its business, Defendant collects, maintains, and stores Private Information pertaining to its current and former patients.

2. Between November 5, 2024, and November 11, 2024, cybercriminals unlawfully gained access to Defendant's computer network, which may have resulted in unauthorized access to its current and former patients' Private Information.

3. Thereafter, beginning in September 2025, Defendant sent letters to those impacted notifying them of their involvement in the Data Incident.

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

4. Following receipt of their notice letters, Plaintiffs retained counsel to file lawsuits on their behalf seeking compensation for damages allegedly incurred because of the alleged unlawful accessibility of their Private Information in the Data Incident.

5. On September 27, 2025, Plaintiff Jessica Marcantel filed the first complaint against Defendant for claims arising out of the Data Incident, in the Court. Case No. 01 2025 CA 002937. In total, there were five lawsuits filed against Defendant in the Court between September 27, 2025, and October 13, 2025.

6. Plaintiffs' counsel decided to work cooperatively with one another and litigate collectively in the first-filed action. They dismissed the four subsequent actions.

7. Plaintiffs filed their amended Complaint on November 4, 2025, alleging claims for: (1) negligence; (2) breach of implied contract; (3) unjust enrichment; (4) breach of fiduciary duty; and (5) invasion of privacy.

8. Defendant filed its motion to dismiss on December 29, 2025, and an amended motion to dismiss on January 20, 2026 adding a certificate of conferral. Plaintiffs filed their opposition to Defendant's motion to dismiss on February 10, 2026. Following oral argument, the Court denied Defendant's motion to dismiss on March 2, 2026.

9. Thereafter, Plaintiffs and Defendant decided it would be in the best interest of all concerned if they considered an early resolution that would include a class-wide resolution of all claims for those impacted in the Data Incident.

10. In advance of settlement discussions, Class Counsel consulted with damages and liability experts, propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident,

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

and the specific type of information that was accessible.

11. Between February 2026, and August 2026, the Parties negotiated at arm's-length the material terms of a settlement that would resolve all claims for all those impacted in the Data Incident.

12. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

13. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

14. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

approval by the Court, as follows.

II. Definitions

15. "**Action**" means the above-captioned lawsuit entitled: *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937 (Fla. Cir. Ct., Alachua Cnty.).

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

17. "**Application for Attorneys' Fees, Costs and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and Service Awards for the Class Representatives.

18. "**Attorneys' Fees and Costs Award**" means the amount of attorneys' fees and costs and expenses awarded by the Court to Class Counsel.

19. "**Cash Payment**" means a payment paid to Settlement Class Members who submit a Valid Claim for a Cash Payment for Documented Losses.

20. "**Cash Payment for Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $2,500.00, that Settlement Class Members who incurred Documented Losses may elect under the Settlement.

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

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

23. "**Claim Form Deadline**" means 90 days after the commencement of the Notice Program and is the last day by which a Claim Form may be submitted to the Settlement

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

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

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

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

27. "**Class List**" means the list of Settlement Class Members' names and physical addresses maintained by the Defendant, that Defendant shall prepare and provide to the Settlement Administrator within five days of Preliminary Approval.

28. "**Class Representatives**" means the Plaintiffs the Court approves as representatives of the Settlement Class.

29. "**Complaint**" means the Amended Class Action Complaint filed by Plaintiffs in this Action.

20. "**Court**" means the 8th Judicial Circuit Court in and for Alachua County, Florida, and the Judge(s) assigned to the Action.

21. "**Data Incident**" means the cybersecurity incident involving the Defendant resulting in the accessibility of Settlement Class Members' Private Information between November 5, 2024, and November 11, 2024.

22. "**Defendant**" means Doctors Imaging Group, LLC, the named defendant in this Action.

23. "**Defendant's Counsel**" means David Ross of Wilson Elser LLP.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

30. "**Documented Losses**" means the documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, for which Settlement Class Members may elect under the Settlement.

20. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

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

23. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement. Final Approval Order also includes the orders, which may be entered separately, determining the Attorneys' Fees and Costs Award and Service Awards to the Class Representatives.

24. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

25. "**Medical Data Monitoring**" means the Settlement Class Member Benefit consisting of two years of medical data monitoring that Settlement Class Members may elect under the Settlement.

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

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

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

29. "**Notice Program**" means the methods provided for in this Agreement that may be used for giving Notice to the Settlement Class and consists of Postcard Notice, Publication Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement telephone line.

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

31. "**Objection Deadline**" means 60 days after the commencement of the Notice Program.

32. "**Opt-Out Deadline**" means 60 days after the commencement of the Notice Program.

33. "**Party**" means Plaintiffs and Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

34. "**Plaintiffs**" means Jessica Marcantel, Brian Gavette, Tracy Corbin, Joanne Malles,

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Adam Truell, Daniel Tarlini, and Sharen Holway, the plaintiffs in this Action.

35. "**Postcard Notice**" means the postcard form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that may be distributed to Settlement Class Members.

36. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

37. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

38. "**Private Information**" means the information collected by Defendant and impacted in the Data Incident which includes name, address, date of birth, admission date, financial account number, financial account type, patient account number, medical record number, health insurance information, medical treatment information, medical claim information and Social Security number.

39. "**Publication Notice**" means the publication form of Notice of the Settlement substantially in the forms attached in ***Exhibit 2***, that may be published by press release and on digital platforms.

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

41. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, liquidated or unliquidated, existing or potential, suspected or unsuspected claims, demands, liabilities, rights, suits, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, costs, losses, indemnities, attorneys' fees and/or obligations, remedies, and requests for

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

declaratory judgment or declaratory relief, of any kind or description, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act that the Releasing Parties had or have, that have been or could have been asserted in the Complaint, or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Complaint, the alleged access and/or acquisition of Settlement Class Members' Private Information in the Data Incident, Defendant's provision of notice to Settlement Class Members, Defendant's information security policies and practices as they relate to or arise from the Data Incident, and Defendant's maintenance or storage of Private Information as related to or arising from the Data Incident.

42. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and each and every of Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees

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

44. **"Service Awards"** means the awards that Class Counsel will request the Court

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

approve for the Plaintiffs for serving as the Class Representatives.

45. "**Settlement Administrator**" means Epiq Class Action and Claims Solutions, Inc. or "Epiq."

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

47. "**Settlement Class**" means all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

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

49. "**Settlement Class Member Benefits**" means the Cash Payment and/or Medical Data Monitoring that Settlement Class Members may elect under the Settlement.

50. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

51. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

52. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

IV. Settlement Class Member Benefits

53. When submitting a Valid Claim, Settlement Class Members may select a Cash Payment for Documented Losses and/or Medical Data Monitoring. Settlement Class Members who do not file Valid Claims or who opt out of the Settlement will not receive a Cash Payment or Medical Data Monitoring.

a. Cash Payment for Documented Losses

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses for up to $2,500.00 per Settlement Class Member. Documented Losses include, by way of example, unreimbursed losses if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member or documents that are otherwise "self-prepared" do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Documented Losses reflects valid Documented Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after November 5, 2024; and/or (ii) whether the Private Information used consisted of the same type of Private Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. Mail) to seek clarification regarding a submitted Claim prior to making a determination as to its validity. If a Settlement Class Member

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

b. **Medical Data Monitoring**

In addition to a Claim for a Cash Payment, all Settlement Class Members may claim two years of Medical Data Monitoring. The service includes SSN Monitoring (aka Automatic Fraud Alerts and Inquiry Alerts); Dark Web Monitoring (aka Webscan; Tips; Insights); Change of Address Monitoring; Credit Protection (aka 3-Bureau Security Freeze Assist); Identity Restoration + Loss Wallet Assistance; $1,000,000.00 Identity Theft Insurance plus $1,000,000.00 Unauthorized Electronic Funds Transfer; Healthcare Insurance Plan ID Monitoring; Medicare Beneficiary Identifier ID Monitoring; Medical Record Number Monitoring; International Classification of Disease Monitoring; National Provider Identifier Monitoring; and Health Savings Account Monitoring.

c. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Defendant will enter into a separate agreement with the Settlement Administrator outlining the Settlement Administrator's responsibilities and the cost of the Notice and Settlement administration, which will also include the cost of the Medical Data Monitoring. This agreement will have a capped amount for both the costs and the monitoring.

V. Settlement Approval

54. Within five days following execution of this Agreement, Plaintiff shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve Epiq as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices; (5) approve the Claim Process set forth herein and approve the form and content of the Claim Form; (6) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (7) appoint Plaintiff as Class Representative and Jeff Ostrow and Mariya Weekes as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

56. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and overseeing the distribution of Settlement Class Member Benefits.

57. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and Publication Notice, sending out Long Form Notices and paper Claim

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

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

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

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

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of Cash Payments claimed and the number of Claims for Medical Monitoring, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class,

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment and/or Medical Data Monitoring;

j. Collecting from Defendant the funds necessary to pay Valid Claims for Cash Payments and the cost of the Medical Data Monitoring;

k. Distributing Cash Payments and ensuring Medical Data Monitoring codes are emailed to Settlement Class Members who submit Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel.

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

58. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

59. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Postcard Notices to all Settlement Class Members for which addresses are maintained by the Settlement Administrator and Publication Notice for those in which physical addresses are not maintained by the Settlement Administrator.

60. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; instructions on how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class;

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

61. The Settlement Administrator shall use its reasonable best efforts to find valid mailing addresses for those Settlement Class Members whose Postcard Notices are undeliverable. Postcard Notices shall be remailed to those Settlement Class Members for which the Settlement Administrator is able to identify valid mailing addresses.

62. On the same date in which Postcard Notices are sent, the Settlement Administrator shall publish notice of the Settlement through the Publication Notice. The Publication Notice will direct Settlement Class Members to the Settlement Website for information about the Settlement and will provide instructions on how they can inquire if they are a Settlement Class Member. The Publication Notice will be active for a period determined by the Settlement Administrator. The Settlement Administrator will also determine where the Publication Notice should be published.

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Administrator.

64. The Long Form Notice also shall include the procedure for Settlement Class Members to opt-out of the Settlement. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must contain the case name and number, be personally signed by the Settlement Class Member, and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

65. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

66. For an objection to be considered by the Court, the objection must contain

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

everything set forth herein below:

a. the case name and case number;

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

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

d. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

e. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Fee and Costs Award and Service Awards;

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

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

j. a statement confirming whether the objector intends to testify at the Final Approval Hearing;

k. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

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

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

67. Failure to strictly comply with the requirements set forth in the preceding paragraph will result in an objection being overruled on procedural grounds without regard to consideration of the merits of the objection.

68. Settlement Class Members who submit both objections and opt-out requests will be deemed to have opted-out of the Settlement regardless of which was submitted or filed first.

69. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

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

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

72. The Settlement Administrator shall collect, review, and address each Claim Form

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

74. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

75. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

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

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

a. The Settlement Administrator shall have 20 days from the Claim Form Deadline to approve or reject Claims.

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

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

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

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

79. The Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of Valid Claims; or (iii) the determination, administration, calculation or payment of any Valid Claims.

80. The Settlement Administrator shall indemnify and hold harmless Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and reinsurers for (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of Valid Claims; or (iii) the determination, administration, calculation or payment of any Valid Claims.

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

82. The Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay for Cash Payments and Medical Data Monitoring no later than 20 days after the Effective Date. The Defendant must pay or cause to be paid to the Settlement Administrator the amount on the invoice within 21 days of receipt. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 45 days after the Effective Date. Medical Data Monitoring codes shall be emailed to Settlement Class Members no later than 45 days after the Effective Date.

83. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members must choose their form of electronic payment when submitting their

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Claim Form.

84. Settlement Class Members who submit Claims for Medical Data Monitoring must provide their email addresses on their Claim Forms to receive their Medical Data Monitoring codes.

85. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

86. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them, including due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds and the funds shall be returned to Defendant.

IX. Final Approval Order and Final Judgment

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

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

X. Attorneys' Fees, Costs and Service Awards

89. ***Service Awards*** – As part of the Motion for Final Approval, Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed $1,000.00 each, for a total of $7,000.00. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards to the Settlement Administrator for onward remittance to Class Counsel within 21 days of the Effective Date.

90. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Plaintiffs

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to $350,000.00. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to the Settlement Administrator for onward remittance to Class Counsel by wire within 21 days of the Effective Date.

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

92. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

93. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Attorneys' Fees and Cost Award amongst Class Counsel and all other counsel for Plaintiffs. Defendant and Defendant's attorneys, insurers and reinsurers shall have no liability or other responsibility for allocation of any such Fee and Costs Award.

XI. Releases

94. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

95. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and/or related to the Released Claims that Plaintiffs, any Settlement Class Member or any Releasing Party, do not know or suspect to exist which, if known by him, her or it, might affect his, her or its agreement to release the Released

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members 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 California Civil Code section 1542, which provides:

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

Upon the Effective Date, each of the Releasing Parties shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, which is/are similar, comparable or equivalent to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). 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 fully, finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims that they may have, as that term is defined in this Paragraph.

96. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Released Claims. It is further agreed that this Settlement and the Final Approval Order may be pleaded as a complete defense to any proceeding subject to this section.

97. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not receive a Cash Payment and/or Medical Data Monitoring.

98. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

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

XII. Modification/Termination of Settlement

100. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

a. Court approval of the Settlement consideration and Releases set forth in this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

102. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

103. In the event this Agreement is terminated or fails to become effective, then this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's and Defendant's Counsel's obligations shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. The Parties shall further jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved; any discussions, offers or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose; the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose; and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. No Admission of Liability

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action and/or related to the Released Claims.

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

106. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

107. Neither the Settlement, nor any act performed or document executed pursuant to or

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission or finding of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission or finding of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

108. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIV. Miscellaneous Provisions

109. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

110. ***Deadlines.*** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the prior business day. All reference(s) to "days" in this Agreement shall refer to calendar days unless otherwise specified.

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

112. ***Headings.*** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

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

116. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

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

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

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

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

If to Plaintiffs or Class Counsel:

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

Mariya Weekes
MILBERG PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

David Ross
WILSON ELSER, LLP
1500 K Street, NW, Suite 330
Washington DC 20005
david.ross@wilsonelser.com.

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

122. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

123. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

125. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

occurring or otherwise.

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

CLASS COUNSEL

Jeffrey Ostrow
Jeffrey Ostrow (Sep 18, 2026 12:23:40 EDT)

Dated: Sep 18, 2026

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Sep 18, 2026 12:26:32 EDT)

Dated: Sep 18, 2026

MARIYA WEEKES
MILBERG PLLC

DOCTORS IMAGING GROUP, LLC

DocuSigned by:
08B8340DFD7E4A2...

Dated: 9/21/2026

Name: Will Williams, M.D.
Title: Managing Partner

DEFENDANT'S COUNSEL (as to form only)

Dated: 9/21/2026

DAVID ROSS
WILSON ELSER LLP

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 1

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Doctors Imaging Group Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

BARCODE
NO-PRINT
ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

Court-Approved Legal Notice of Settlement

If your Private Information may have been impacted in the Data Incident involving Doctors Imaging Group, LLC, between November 5, 2024, and November 11, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

LEARN MORE!

Scan this QR code to visit the case website.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Lawsuit Background

You may be eligible for Settlement Class Member Benefits from a class action settlement involving Doctors Imaging Group, LLC ("Defendant").

Between November 5, 2024, and November 11, 2024, a Data Incident involving Defendant resulted in the unauthorized access to or acquisition of Settlement Class Members' Private Information. Private Information means information collected by Defendant which includes name, address, date of birth, admission date, financial account number, financial account type, patient account number, medical record number, health insurance information, medical treatment information, medical claim information and Social Security number. Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, Jessica Marcantel, et al. v. Doctors Imaging Group, LLC, Case No. 01-2025-CA-002948, Circuit Court of Alachua County, Florida.

Records show you are a Settlement Class Member defined as: all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

What Does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim online or by mail postmarked by Month DD, 20YY, for the following Settlement Class Member Benefits:

Cash Payment for Documented Losses:

Up to $2,500 for reasonable documented losses fairly traceable to the Data Incident. You must provide documentation of your losses with your Claim.

——— AND ———

Medical Data Monitoring:

Two years of free Medical Data Monitoring.

Other Options

Opt Out postmarked by Month DD, 20YY. You may submit an opt-out if you do not want to be part of the Settlement Class. The Court will exclude Settlement Class Members who request to opt-out. If you do not opt-out, you will be bound by the Settlement and any orders or judgments.

Object by Month DD, 20YY. You may object to the Settlement if you do not opt-out. The Long Form Notice on the Settlement Website explains how to opt-out or object.

Do Nothing. You will get no Settlement Class Members Benefits and you will be bound by the Settlement and any orders or judgments.

Final Approval Hearing on Month DD, 20YY. The Court will decide whether to approve the Settlement, Class Counsel's attorneys' fees and costs up to $350,000, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This notice is a summary. To learn more, go to www.XXXXXXXXXX.com, or call toll-free 1-XXX-XXX-XXXX.

Doctors Imaging Group Settlement

Submit your Claim by **Month DD, 20YY**

Unique ID: **<<UniqueID>>** **PIN: <<PIN>>**

Submit Your Claim:

Scan here or visit www.XXXXXXXXXX.com

SAMPLE

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 2

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Doctors Imaging Group
Banner Advertisement

300x250 Online Display Banner

Frame 1 (Visible 8 seconds):



Frame 2 (Visible 7 seconds):



Social Media Graphic



The text below will accompany the above Social Media Graphic:

<u>Facebook Newsfeed</u>
Headline (30 characters w/spaces limit): Class Action Settlement
Description (125 characters w/spaces limit): Your personal info may have been impacted in the data incident between November 5-11, 2024. You may be entitled to benefits.

<u>Facebook Right Hand Column</u>
Headline (30 characters w/spaces limit): Class Action Settlement

<u>Instagram Newsfeed</u>
Description (85 characters w/spaces limit): Your personal info may have been impacted in the data incident. Click to learn more.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 3

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Court-Approved Notice of Settlement. You may be eligible for Settlement Class Member Benefits from a **class action settlement** involving Doctors Imaging Group, LLC ("Defendant"). Between November 5, 2024, and November 11, 2024, a Data Incident involving Defendant resulted in the unauthorized access to Settlement Class Members' Private Information. Private Information means information collected by Defendant which includes name, address, date of birth, admission date, financial account number, financial account type, patient account number, medical record number, health insurance information, medical treatment information, medical claim information and Social Security number. Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit without any admission or finding of liability, *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937, Circuit Court of Alachua County, Florida.

- **Settlement Class**: You are a member of the Settlement Class if you are a living individual residing in the United States whose Private Information may have been impacted in the Data Incident.
- **Submit a Claim:** If you are a member of the Settlement Class, you can submit a Claim online or by mail postmarked by **Month DD, 20YY**, for the following Settlement Class Member Benefits:

Cash Payment for Documented Losses:
Up to $2,500.00 for reasonable documented losses fairly traceable to the Data Incident. You *must* provide documentation of your losses with your Claim.

AND

Medical Data Monitoring:
Two years of free Medical Data Monitoring.

Submit a Claim: You must submit a Claim to receive Settlement Class Member Benefits from the Settlement.	Submit or postmarked by: **Month DD, 20YY**
Opt-Out: You may submit an opt-out if you do not want to be part of the Settlement Class. The Court will exclude Settlement Class Members who request to opt-out.	Postmarked by: **Month DD, 20YY**
Object: You may object to the Settlement if you do not opt-out.	File by: **Month DD, 20YY**
Do Nothing: You will get no Settlement Class Member Benefits and you will be bound by the Settlement and any orders or judgments.	
Final Approval Hearing: The Court will decide whether to approve the Settlement, Class Counsel's Attorneys' Fees and Costs Award, Service Awards, and any objections.	**Month DD, 20YY**



LEARN MORE

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

1. Why is this notice being provided?

This notice explains that a settlement was reached in a class action lawsuit called *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937, Circuit Court of Alachua County, Florida being handled by Judge Gloria R. Walker.

The individuals who filed this lawsuit are called the "Plaintiffs" or "Class Representatives" and the company they filed a lawsuit against, Doctors Imaging Group, LLC, is called the "Defendant." Defendant denies the allegations and any liability or wrongdoing. The Court has not decided who is right or wrong. Instead, the Plaintiffs and Defendant have agreed to a settlement for the class action lawsuit.

2. What is the Settlement about?

A settlement was reached in a class action lawsuit for a Data Incident involving Defendant.

Between November 5, 2024, and November 11, 2024, a Data Incident involving Defendant resulted in the unauthorized access to Settlement Class Members' Private Information. Private Information means information collected by Defendant which includes name, address, date of birth, admission date, financial account number, financial account type, patient account number, medical record number, health insurance information, medical treatment information, medical claim information and Social Security number.

3. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) file a lawsuit for others who they allege have similar legal claims. Together, after a court grants certification, these people are called a "class" or "class members." One court resolves the issues for all class members, except for those class members who opt-out of the class by the deadline.

4. How do I know if I am included in the Settlement Class?

You are a member of the Settlement Class if you are a living individual residing in the United States whose Private Information may have been impacted in the Data Incident.

5. Are there exceptions to being included in the Settlement Class?

Yes, the Settlement Class excludes: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

6. What if I am still not sure if I am member of the Settlement Class?

If you are still not sure if you are a member of the Settlement Class, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX for more information.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

7. What does the Settlement provide?

Defendant has agreed to provide Settlement Class Member Benefits to members of the Settlement Class who submit a Valid Claim. You must submit a Claim before the deadline and your Claim must be considered valid to receive any Settlement Class Member Benefits.

8. What can I get from the Settlement?

If you are a member of the Settlement Class, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment for Documented Losses:

Up to $2,500.00 for reasonable documented losses fairly traceable to the Data Incident. You *must* provide documentation of your losses with your Claim.

AND

Medical Data Monitoring:

Two years of free Medical Data Monitoring.

Cash Payment for Documented Losses – Additional Details:

- Examples of Documented Losses include (but are not limited to): unreimbursed losses if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.
- Examples of reasonable documentation include, but are not limited to: telephone records, correspondence including emails, or receipts. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted reasonable documentation.
- You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including payment provided in connection with any credit monitoring and identity theft protection product.
- If you do not submit reasonable documentation supporting your loss, or if the Settlement Administrator determines your Claim is incomplete, and you do not fix your Claim, your Claim will be rejected.

9. How do I submit a Claim?

You can submit a Claim online or by mail. A Claim Form is also available at www.XXXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to the address for mailing your Claim:

Option 1 – Submit Online

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Complete and submit your Claim by **Month DD, 20YY.** Scan the QR code or go to: ww.XXXXXXXXXXX.com.

Option 2 – Submit by Mail

Complete and submit your Claim by mail, **postmarked** by **Month DD, 20YY**, and mailed to:

Doctors Imaging Group Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

10. What happens if my contact information changes?

If your mailing address or email address changes, please send your new contact information in writing to:

Doctors Imaging Group Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

11. When will I receive Settlement Class Member Benefits?

Settlement Class Member Benefits will be provided after the Settlement is approved by the Court. This may take time. Please check www.XXXXXXXXXXX.com for updates.

12. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. This means you will not be able to continue or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. A release means you are giving up your right to be part of a different lawsuit against the Released Parties for the legal issues covered by the Settlement.

Section XI of the Settlement Agreement describes the Releases in necessary legal terminology, so please read that information carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. If you have questions about the Releases and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own cost.

13. What happens if I opt-out of the Settlement Class?

You may opt-out of the Settlement Class and the Court will exclude you. If you do not want to be included in the Settlement Class, you must opt-out.
If you opt-out:

- **You will not receive any Settlement Class Member Benefits, including no cash payment.**

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

- You cannot object to the Settlement; and
- The Settlement and any judgments will *not* apply to you. You will keep your legal right to be part of another lawsuit about the legal claims against the Released Parties involved in the Settlement.

14. How do I opt-out of the Settlement Class?

To opt-out of the Settlement Class, you must mail a written request and include the following information:

1) The case name and number - *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937;
2) Your name, address, telephone number, and email address (if any);
3) Your personal signature; and
4) A statement that you want to opt-out of the Settlement Class, such as "I want to opt-out of the Settlement Class in *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937, Circuit Court of Alachua County, Florida ."

Your opt-out must be **postmarked** by **Month DD, 20YY**, and **mailed** to:

Doctors Imaging Group Settlement
Opt-Out
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out of the Settlement Class by telephone or by email.

15. If I opt-out of the Settlement Class, will I get anything from the Settlement?

No. If you opt-out of the Settlement Class, you will not receive anything from the Settlement. The Settlement will not apply to you, and you will not be bound by it or any judgments**. If you want to receive Settlement Class Member Benefits, do not opt-out of the Settlement Class.**

16. If I opt-out of the Settlement by mistake, can I still submit a Claim?

Yes. You may submit a Claim. Please contact the Settlement Administrator to confirm that you want to **withdraw your request to opt-out** and you want to submit a Claim. If you do not withdraw your request to opt-out, you will be excluded and will not receive any Settlement Class Member Benefits.

17. If I do not opt-out of the Settlement Class, can I file a lawsuit for the same thing later?

No. You will give up your right to be part of a lawsuit against the Defendant and Released Parties for the legal claims involved in this Settlement. You will be bound by the Settlement, orders, and judgments in the lawsuit.

18. How do I tell the Court I do not like the Settlement?

As a member of the Settlement Class, you can file an objection to tell the Court you do not like any part of the Settlement. The Court can only approve or deny the current Settlement. If the Court does not approve the Settlement no Settlement Class Member Benefits will be provided.

To object, you must file a written objection with the Court. Your objection must state that you object to the Settlement in *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937, and must include the following information:

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

1) The case name and number - *Jessica Marcantel, et al. v. Doctors Imaging Group, LLC*, Case No. 01-2025-CA-002937;
2) Your full name, mailing address, telephone number, and email address (if any);
3) The reasons for your objection, and any legal support for your objection from you or your lawyer;
4) A statement of whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
5) The number of times you have filed an objection to a class action settlement within the last five (5) years, and the lawsuit name, case number, and court for each lawsuit. Also, provide a copy of all court decisions from a trial and/or appeals court for your prior objections;
6) The name of all lawyers hired to represent you for the objection (if any). This includes any former or current lawyers who may be paid for any reason regarding your objection. Also, include if the lawyers will appear at the Final Approval Hearing;
7) The number of times your lawyer or their law firm has objected to a class action settlement within the last five (5) years. List the lawsuit name, case number, and court for each lawsuit. Also, provide a copy of all court decisions for these objections from a trial and/or appeals court;
8) A list of all people who will be asked to testify at the Final Approval Hearing for your objection (if any);
9) A statement confirming if you plan to testify at the Final Approval Hearing;
10) A statement of whether you and/or your lawyer used any form of artificial intelligence in preparing the objection; and
11) Your signature as the objector. A lawyer's signature is not adequate.

To object, you must file a written objection with the Court so it is **received** by **Month DD, 20YY**. You must also send your objection to Class Counsel, Defendant's Counsel, and the Settlement Administrator **postmarked** by **Month DD, 20YY,** via US Mail or shipped by private courier (such as Fed Ex or UPS) to:

Court	Clerk of Court Circuit Court of the Eighth Judicial Circuit Alachua County Family/Civil Justice Center 201 E. University Avenue Gainesville, FL 32601
Class Counsel	Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes MILBERG PLLC 333 SE 2nd Ave., Suite 2000 Miami, FL 33131
Defendant's Counsel	David Ross Wilson Elser, LLP 1500 K Street NW, Suite 330 Washington, DC 20005
Settlement Administrator	Doctors Imaging Group Settlement Objection PO Box XXXX Portland, OR 972XX-XXXX

Class Counsel and/or Defendant's Counsel may conduct limited discovery (a legal process lawyers use to gather information) for any objector or their lawyer.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

19. What is the difference between opting-out of the Settlement Class or objecting to the Settlement?

Opting-out is telling the Court you do not want to be in the Settlement Class. If you opt-out of the Settlement Class, you cannot object or submit a Claim because you are no longer part of the Settlement Class, and the Settlement does not apply to you.

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class and you do not opt-out of the Settlement Class. If you object, you can submit a Claim because you are still part of the Settlement Class.

20. What do I need to know about postmark deadlines?

Please note that per the United States Postal Service, mail may *not* be postmarked the day it is put in a mailbox or dropped off at a local post office. Postmarks occur when mail reaches a processing facility.

To meet a postmark deadline, it is recommended that you **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

21. What happens if I do nothing?

If you do nothing, you will stay in the Settlement Class, and the Settlement will apply to you. You must Submit a Claim to receive Settlement Class Member Benefits. If you do nothing, you will be legally bound by the Court's orders and judgments.

22. As a member of the Settlement Class, do I have a lawyer in the lawsuit?

Yes. For a class action lawsuit, a judge selects lawyers called "Class Counsel" to handle the lawsuit for all class members. For this lawsuit, the Court selected lawyers Jeff Ostrow of Kopelowitz Ostrow P.A., and Mariya Weekes of Milberg PLLC as Class Counsel.

You may hire your own lawyer at your own cost if you want a lawyer other than Class Counsel to represent you in this lawsuit.

23. How will Class Counsel be paid?

Class Counsel will ask the Court for attorneys' fees and costs up to $350,000.00 and Service Awards for the Class Representatives up to $1,000.00 each. If awarded by the Court, these requested amounts will be paid by or on behalf of the Defendant. The Court may award less than these amounts.

24. When is the Final Approval Hearing?

When: Month DD, 20YY, at XX:XX [am/pm] [time zone]

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Where: Alachua County Family/Civil Justice Center, 201 E. University Avenue Gainesville, FL 32601

The date and time of the hearing may change without further notice. You should check www.XXXXXXXXXXX.com to confirm the date and time of the hearing. The Court may decide to hold the hearing by video or telephone.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement, Class Counsel's attorneys' fees and costs, Service Awards, and any objections.

Settlement Class Member Benefits will be provided only if the Court approves the Settlement.

25. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions from the judge. You may attend the hearing at your own expense, but you do not have to attend. If you file an objection, you do not have to attend the hearing to speak about it. If your objection is filed by the deadline, the Court will consider it.

26. May I speak at the Final Approval Hearing?

You or your lawyer may ask to appear at the hearing, but it is not required. If you file an objection by the deadline, the Court may listen to your objection at the hearing.

27. How do I get more information?

Here are the ways to get more information.

Scan:

Visit:
www.XXXXXXXXXXX.com

Call:
1-XXX-XXX-XXXX

Write:
Doctors Imaging Group
Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 4

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Must be postmarked or submitted online NO LATER THAN [DATE]

Doctors Imaging Group Settlement
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR 972XX-XXXX
www.XXXXXXXXX.com

Jessica Marcantel, et al. v. Doctors Imaging Group, LLC Claim Form

Case No. 01-2025-CA-002937

GENERAL INFORMATION

If your Private Information may have been impacted in the Data Incident involving Doctors Imaging Group, LLC, between November 5, 2024 and November 11, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.xxxxxxxxx.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit by mail, please use the return address at the top of this form.

The easiest way to submit a Claim is online at www.XXXXXXXXX.com, or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.**

SETTLEMENT CLASS MEMBER BENEFITS – WHAT YOU MAY GET

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

1. **Cash Payment for Documented Losses**: Up to $2,500.00 for reasonable documented losses fairly traceable to the Data Incident. You *must* provide documentation of your losses with your Claim.

   AND

2. **Medical Data Monitoring:** Two years of free Medical Data Monitoring.

* * *

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions visit the Settlement Website at **www.XXXXXXXXX.com**

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

1. NAME (REQUIRED):

First Name | MI | Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City | State | ZIP Code

3. PHONE NUMBER:

– –

4. EMAIL ADDRESS:

5. UNIQUE ID:

6. PIN:

Medical Data Monitoring

In addition to the Cash Payment for Documented Losses, you may also submit a Claim Form to receive two years of Medical Data Monitoring. You must provide your email address on your Claim Form to receive your Medical Data Monitoring activation code. The code will be emailed to you after final settlement approval.

☐ **Medical Data Monitoring:** I want to receive two years of free Medical Data Monitoring services at the email address entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address listed above after the Settlement is final.

After Final Approval, go to www.xxxxxxxx.com or call toll-free 1-xxx-xxx-xxxx for instructions on how to activate your Medical Data Monitoring code.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Cash Payment for Documented Losses

You may submit a Claim Form with reasonable documentation losses fairly traceable to the Data Incident for up to $2,500.00 per Settlement Class Member.

Examples of Documented Losses include (but are not limited to): unreimbursed losses if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

Examples of reasonable documentation include, but are not limited to: telephone records, correspondence including emails, or receipts. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted reasonable documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including payment provided in connection with any credit monitoring and identity theft protection product.

If you do not submit reasonable documentation supporting your loss, or if the Settlement Administrator determines your Claim is incomplete, and you do not fix your Claim, your Claim will be rejected.

To look up more details about how the Cash Payment works, visit **www.XXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. *By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.*

Expense Type and Examples of Documents	**Amount and Date**	**Description of Expense or Money Spent and Supporting Documents** (Identify what you are attaching, and why it is related to the Data Incident)
Professional fees incurred that are fairly traceable to the Data Incident, such as falsified tax returns and account fraud. *Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	
Other losses or costs that are fairly traceable to the Data Incident. *Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	
Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges fairly traceable to the Data Incident. *Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

I attest under penalty of perjury and under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Print Name

Date: MM – DD – YYYY

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 5

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

JESSICA MARCANTEL, BRIAN GAVETTE, TRACY CORBIN, JOANNE MALLES, ADAM TRUELL, DANIEL TARLINI, and SHAREN HOLWAY, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

DOCTORS IMAGING GROUP, LLC,

Defendant.
_____/

CASE NO. 01-2025-CA-002937

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

3. The Court preliminarily approves of the Settlement, including the Notice Program,

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

> All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

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

6. The Court finds that, for purposes of settlement only: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

of the claims of Settlement Class Members; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

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

8. The Parties have selected Epiq Class Action & Claims Solutions, Inc. ("Epiq") to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq as the Settlement Administrator and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

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

10. The Court has carefully reviewed and hereby approves the Notices as to form and content. The Parties' counsel may make immaterial modification as they deem necessary. The

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Court directs that the Notice Program be implemented as outlined in the Agreement.

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

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

13. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include:

a. the case name and number;

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

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

d. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

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

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

j. a statement confirming whether the objector intends to testify at the Final Approval Hearing;

k. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (60 days after the commencement of the Notice Program), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. Failure to comply with each of these procedural requirements will result in the objection being invalid and overruled by the Court.

16. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests.

17. Settlement Class Members who submit both objections and opt-out requests will be deemed to have opted-out of the Settlement regardless of which was submitted or filed first.

18. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Alachua County Family and Civil Justice Center, 201 E University Avenue, Gainesville, Florida 32601, or virtually by Zoom or some other video platform. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

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

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	60 days after the commencement of the Notice Program
Objection Deadline	60 days after the commencement of the Notice Program
Claim Form Deadline	90 days after the commencement of the Notice Program
Final Approval Hearing	**No less than 110 days from the date of this order and scheduled by separate notice of hearing.**

20. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal, pending the entry of Final Approval.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

_____
HON. _____
CIRCUIT COURT JUDGE

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

Exhibit 6

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

JESSICA MARCANTEL, BRIAN GAVETTE, TRACY CORBIN, JOANNE MALLES, ADAM TRUELL, DANIEL TARLINI, and SHAREN HOLWAY, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

DOCTORS IMAGING GROUP, LLC,

Defendant.
_____/

CASE NO. 01-2025-CA-002937

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

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow and Mariya Weekes, as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the procedures for Settlement Class Members to opt-out or object to the Settlement; and (9) set the Final Approval Hearing date;

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

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

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the Settlement; (3) the stage of the proceedings; (4) the risk of

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

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

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

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

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3), for the purposes of settlement only, in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and _____ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

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

15. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described in the Settlement Agreement, the Releasing Parties shall be deemed to

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

have, and by operation of this Final Approval Order shall have, fully, finally, and irrevocably released the Defendant and the Released Parties from any and all Released Claims

16. Class Counsel is awarded $350,000.00 for attorneys' fees and costs. Attorneys' fees and costs shall be paid in accordance with the terms of the Agreement. The Court evaluated Settlement Class Counsel's request and concludes that amount is fair and within the range of reason.

17. The Class Representatives shall be awarded Service Awards in the amount of $1,000.00 each, for a total of $7,000.00. The Service Awards shall be payable in accordance with the Agreement.

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

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

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

Docusign Envelope ID: FF8B670F-C813-8889-80F5-BE1A39352EE6

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

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

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

DONE AND ORDERED in Alachua County, Florida, this _____ day of _____, 202__.

_____
HON. _____
CIRCUIT COURT JUDGE

ClassAction.org

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