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
DIVISION: CA4

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, 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 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

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;

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).

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 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.

DONE AND ORDERED in Chambers at Gainesville, Alachua County, Florida on Monday, September 28, 2026.

01-2025-CA-002937 09/28/2026 10:56:10 AM

David P. Kreider, Circuit Judge
01-2025-CA-002937 09/28/2026 10:56:10 AM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies have been furnished by U.S. Mail or via filing with the Florida Courts E-Filing Portal on Monday, September 28, 2026.

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