

**IN THE CIRCUIT COURT OF THE SEVENTEETH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

ROBERT PAULEY; MOIRA POLITE;
ELIZABETH HEALY; and DANIEL
MARTINEZ, parent and natural guardian of
D.M. a minor, *individually and on behalf of
all others similarly situated,*

Plaintiffs,

v.

ENDUE, INC. d/b/a ENDUE SOFTWARE,

Defendant.

Case No.: CACE-25-015155

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant Endue, Inc. d/b/a Endue Software (“Defendant”), as of March 26, 2026. Plaintiffs and Defendant are collectively referred to herein as the “Parties” and individually as a “Party.” 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 healthcare technology firm that provided software and related services to rheumatology and infusion therapy provider clients across the United States, including in Florida. Defendant’s clients and their patients are scattered across many counties in Florida, with a fair amount of said patients residing in Broward County. As part of its business, Defendant collected, maintained, and stored Private Information pertaining to its clients’ current and former patients, including confidential personally identifiable information and protected health

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

information.

2. On or about February 17, 2025, Defendant discovered that an unauthorized actor unlawfully accessed certain of its computer systems for a brief period of time on February 16, 2025 in a cybersecurity event, resulting in the exfiltration of files from certain internal systems. Defendant conducted an extensive review of the impacted files to determine whether they contained sensitive information, to whom the information related, and to which clients these individuals were patients of, resulting in a determination that approximately 118,000 individuals' Private Information were potentially impacted. Defendant began notifying individuals, including Plaintiffs, about the cybersecurity event potentially affecting their Private Information on or around April 11, 2025.

3. Plaintiffs received Defendant's notice of the Data Incident and as a result, filed respective putative class action lawsuits, which were later consolidated in the United States District Court for the District of Maine under case number 2:25-cv-177-JAW. The court overseeing the District of Maine proceedings appointed Jeff Ostrow of Kopelowitz Ostrow, P.A. and A. Brooke Murphy of the Murphy Law Firm as interim lead counsel to prosecute the consolidated action. Plaintiffs filed a consolidated complaint in the District of Maine on September 3, 2025, asserting claims against Defendant for negligence/negligence *per se*, breach of third-party beneficiary contract, unjust enrichment, and declaratory judgment/injunctive relief.

4. Shortly thereafter, the Parties decided to pursue an early resolution of the case that would include a classwide resolution of all claims for all impacted individuals related to the Data Incident. To that end, the Parties began good-faith, arms' length negotiations towards a potential settlement. As part of those negotiations, Class Counsel 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 potentially impacted by the Data Incident, and the specific type of information potentially compromised. The information exchanged during these negotiations allowed the Parties to understand the strengths and weaknesses of their respective claims and defenses, along with any risks.

5. Following weeks of hard-fought negotiations, the Parties reached an agreement in principle to resolve the Action. The Parties also determined during their settlement discussions that venue is proper in Broward County, which is more convenient for the Parties. Consequently, the Plaintiffs dismissed the federal action and filed the Complaint in the instant Action, asserting claims against Defendant for negligence/negligence *per se* and breach of third party beneficiary contract.

6. 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. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, the complaint in the federal action, or that could have been alleged in the Complaint, or the complaint in the federal action and/or any related claim, complaint or cause of action arising out of or related to in any way the Complaint or the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their respective business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations the Complaint (and similarly do not concede any of the allegations in the other complaints in the related or previously filed actions including the federal action, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint and/or the

federal action, and further takes the position that they have meritorious defenses to such claims. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and any of Defendant's provider clients whether or not they were named as a defendant in this action or the related or previously filed actions, and all Settlement Class Members.

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

II. Definitions

7. “**Action**” means the class action lawsuit entitled *Pauley, et al. v. Endue, Inc. d/b/a Endue Software, and Weitzner MD Yonker DO & Kaine MD P.A. d/b/a Sarasota Arthritis Center*, Case No. CACE-25-015155 (Fla. Cir. Ct., Broward Cnty.).

8. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement between Plaintiffs and Defendant, including all exhibits.

9. “**Alternate Cash Payment**” means the Settlement Class Member Benefit consisting of a flat cash payment from the Settlement Fund, estimated at \$65.00 per Settlement Class Member, subject to *pro rata* increase or decrease pursuant to Section V of this Agreement.

10. “**Alternate Cash Payments Fund**” means the fund of \$260,000.00 that Defendant will pay under this Agreement for Valid Claims for Alternate Cash Payments.

11. “**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.

12. “**Cash Payments**” means the Settlement Class Member Benefits consisting of either Cash Payments for Documented Losses or Alternate Cash Payments, which Settlement Class Members may elect pursuant to Section IV of this Agreement.

13. “**Cash Payment for Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$2,500.00, which Settlement Class Members who incurred such documented losses may elect pursuant to Section IV of this Agreement.

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

15. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

16. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for any type of Cash Payment and/or Medical Data and Credit Monitoring.

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

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

19. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A. and A. Brooke Murphy of the Murphy Law Firm.

20. “**Class List**” means the list of Settlement Class Members’ names maintained by Defendant, and physical addresses to the extent possessed by Defendant, that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval. To the extent Defendant possesses email addresses for those Settlement Class Members, those email addresses will also be provided. To the extent that Defendant does not possess physical addresses or email addresses for certain Settlement Class Members, the Settlement Administrator shall provide substitute public notice via the settlement website or other means as required by the Court and/or applicable law.

21. “**Class Representatives**” means the Plaintiffs.

22. “**Complaint**” means the Class Action Complaint filed by Plaintiffs in this Action on October 6, 2025.

20. “**Court**” means the 17th Judicial Circuit Court in and for Broward County, Florida, and the Judge(s) assigned to the Action.

21. “**Data Incident**” means the cybersecurity event involving Defendant resulting in the alleged unauthorized access to or acquisition of Settlement Class Members’ Private Information on or about February 16, 2025, and/or any related event which forms the basis of the Action.

22. “**Defendant**” means Endue, Inc. d/b/a Endue Software.

23. “**Defendant’s Counsel**” means Carolyn Purwin Ryan and Emmanuella Jean-Jacques of Mullen Coughlin LLC.

24. “**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.

25. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

26. “**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.

27. “**Final Approval Order**” means the final order, substantially in the form attached hereto as *Exhibit 5*, that the Court enters granting Final Approval of the Settlement. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

28. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, 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.

29. **“Medical Data and Credit Monitoring”** means the Settlement Class Member Benefit of two years of medical data monitoring and one bureau credit monitoring services, which Settlement Class Members may elect to receive pursuant to Section IV herein.

30. **“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.

31. **“Motion for Preliminary Approval”** means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

32. **“Notice”** means the Postcard Notice, Long Form Notice, and Claim Form that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

33. **“Notice Date”** means thirty (30) days after the later of (i) the date that Defendant provides the Settlement Administrator with the Class List, and (ii) the Preliminary Approval Order is entered by the Court.

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

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

36. **“Objection Deadline”** means 15 days before the initial scheduled Final Approval Hearing.

37. **“Opt-Out Deadline”** means 15 days before the initial scheduled Final Approval Hearing.

38. “**Party**” means any Plaintiff or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

39. “**Plaintiffs**” means Robert Pauley; Moira Polite; Elizabeth Healy; And Daniel Martinez, parent and natural guardian of D.M. a minor.

40. “**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 for which postal addresses are maintained by Defendant.

41. “**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.

42. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

43. “**Private Information**” means the information collected by Defendant and potentially impacted in the Data Incident.

44. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

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

the Data Incident. Further, for the avoidance of doubt, Released Claims also means and incorporates “Unknown Claims” as further defined in paragraph 55, as well as the terms of the further defined Releases in Sections XI through XII.

46. **“Released Parties”** means Defendant, specifically including Endue, and each entity which is controlled by, controlling or under common control with Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, executives, directors, shareholders, stockholders, officials, principals, physicians, members, agents, servants, employees, partners, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, insurers, reinsurers, retrocessionaires, benefit plans, joint venturers, licensees, licensors, independent contractors, wholesalers, resellers, distributors, retailers, subrogees, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant’s behalf, in their capacity as such, and the predecessors, successors, and assigns of each of them, and Defendant’s customers, whether or not they are/were named as defendants in this Action or the prior federal action, including, but not limited to Weitzner MD Yonker DO & Kaine MD PA d/b/a Sarasota Arthritis Center, Twelfth One, LLC d/b/a Aspen Infusion, and Rheumatology Associates of Baltimore, LLC, and each and every entity which is controlled by, controlling or under common control with the foregoing and each and every of their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, executives, directors, shareholders, stockholders, officials, principals, physicians, members, agents, servants, employees, partners, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, insurers, reinsurers, retrocessionaires, benefit plans, joint venturers, licensees,

licensors, independent contractors, wholesalers, resellers, distributors, retailers, subrogees, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant's behalf, in their capacity as such, and the predecessors, successors, and assigns of each of them. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

47. **“Releasing Parties”** means (i) Plaintiffs and Settlement Class Members and (ii) each of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, predecessors, affiliates, successors, assigns, trustees, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities, (iii) any entities in which the Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

48. **“Settlement Administrator”** means Simpluris, Inc.

49. “**Service Awards**” means the award of up to \$2,500.00 that Class Counsel will request the Court approve for each Class Representative.

50. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

51. “**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, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

52. “**Settlement Class Member**” means any member of the Settlement Class.

53. “**Settlement Class Member Benefits**” means the Cash Payments and/or Medical Data and Credit Monitoring that Settlement Class Members may elect to Claim pursuant to Section IV herein.

54. “**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.

55. “**Unknown Claims**” means any of the Released Claims that Plaintiff, any member of the Settlement Class, or any Releasing Party does not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected his or

her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object to, and/or participate in the Settlement. Further, for the avoidance of doubt, Unknown Claims also means and incorporates the terms pertaining to Unknown Claims as further defined in Sections XI through XII.

56. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, 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

57. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, 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 Consideration

58. The Settlement shall be administered on a wholly Common Fund basis. As noted in Section IV(60)(d), the Parties agree that the maximum amount the Defendant Endue will have to pay under any circumstances to fulfill all its obligations under the Settlement is \$870,000.00, regardless of how many Claims are submitted to the Settlement Administrator. To receive relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. Claims will be subject to review for timeliness, completeness, and validity by the Settlement Administrator

59. The Settlement includes the following Settlement Class Member Benefits, all of which will be paid by Defendant: (a) Cash Payments for Documented Losses and Alternate Cash Payments; (b) Medical Data and Credit Monitoring; (c) Settlement Administration Costs; and (d) any Court-awarded attorneys' fees, costs, and Service Awards. Settlement Class Members who do not file a Valid Claim or those who opt-out of the Settlement will not receive any type of Cash Payment and/or Medical Data and Credit Monitoring.

a. Cash Payments

i. Cash Payments for Documented Losses

All Settlement Class Members are eligible to submit a Claim for a Cash Payment for proven Documented Losses related to fraud and/or identity theft as a result of the Data Incident for up to \$2,500.00 per Settlement Class Member upon presentment of a Valid Claim supporting reasonable and verifiable third-party documentation of losses. Documented losses are unreimbursed monetary losses incurred by a Settlement Class Member that are more likely than not directly arising from

identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident and may include, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other actual misuse of Settlement Class Member's Private Information, provided that: (1) the loss is an actual documented and unreimbursed monetary loss; (2) the Claimant provides verifiable third-party proof to the Settlement Administrator that that loss was proximately caused by the Data Incident; (3) the Claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (4) the loss occurred between the date of the Incident and the date that the Motion for Preliminary Approval is filed.

ii. Documentation Required for Cash Payments for Documented Losses

Settlement Class Members who submit Claims for Cash Payments for Documented Losses must complete and submit a valid Claim Form and include reasonable and verifiable third-party documentation in support of the Claim, to the Settlement Administrator postmarked or submitted online on or before the Claim Form Deadline. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for same by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a Cash Payment for Documented 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 for Cash Payment for Documented Losses will

be rejected and treated as a Claim for Alternate Cash Payment, subject to determination by the Claims Administrator in the Review Process that the Claimant is a valid member of the Settlement Class.

iii. Alternate Cash Payment

In the alternative to a Cash Payment for Documented Losses, Settlement Class Members may submit Claims for an Alternate Cash Payment to be paid from the Alternate Cash Payment Fund. The payment is estimated to be \$65.00 per Settlement Class Member. However, there is an Alternate Cash Payment Fund cap of \$260,000.00. This is the maximum amount Defendant will have to pay under this Agreement for all Alternate Cash Payments. This means Settlement Class Members' Alternate Cash Payments may increase or decrease depending upon the total number of Valid Claims received for Alternate Cash Payments.

b. **Medical Data and Credit Monitoring**

In addition to Cash Payments, Settlement Class Members may also make a Claim for two-years of CyEx's Medical Shield Complete. This includes credit monitoring with one bureau, with additional monitoring of (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high risk; and (g) dark web monitoring. The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance.

c. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Defendant shall enter into a separate agreement with the Settlement Administrator as to the timing of payment of the Settlement Administration Costs.

d. **Business Practice Changes**

As a result of the dissolution of its business, Defendant has purged all Private Information that potentially relates to any Settlement Class Member and does not and will not possess any such Private Information going forward. As such, Plaintiffs are satisfied with the assurances that with the deletion and non-retention of any such Private Information, that there is not an ongoing future risk.

V. Settlement Approval

61. Within 10 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 of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve Simpluris as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Process set forth herein and approve 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 Plaintiffs as Class Representatives and Jeff Ostrow and A. Brooke Murphy 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

62. The Parties agree that, subject to Court approval, Simpluris 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.

63. 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.

64. The Settlement Administrator's duties include the following:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, establishing the Settlement Website to provide information and additional means of public notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, 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, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- 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 each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment for Documented Losses, Alternate Cash Payment, and/or Medical Data and Credit Monitoring;
- j. Collecting from Defendant the cash necessary to pay Valid Claims for Cash Payments for Documented Losses, Alternate Cash Payments, Medical Data and Monitoring, and Court-approved attorneys' fees, costs, and Service Awards;
- k. Distributing Cash Payments for Documented Losses, Alternate Cash Payments, and ensuring Medical Data and Credit Monitoring codes are sent, to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

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

65. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary and possible, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

66. Within 20 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 postal addresses are maintained by the Settlement Administrator.

67. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; 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; 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 and QR Code to the Settlement Website, 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. The Settlement Administrator shall use its best efforts to find better 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 better addresses.

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

69. The Postcard Notice shall direct Settlement Class Members to the Settlement Website, including through a QR Code linking to the Settlement Website, to review the Long Form Notice and learn more about the Settlement, including how to opt-out or object.

70. The Long Form Notice also shall include the procedure on how 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 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.

71. 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.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. 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;
- d. 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;
- e. 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;

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

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

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. 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.

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

VIII. Claims Review Process and Disbursement of Settlement Class Member Benefits

74. 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.

75. 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.

76. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement

and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. In determining whether a Claim by any Claimant is a Valid Claim, the Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

77. 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.

78. 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 Claims 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.

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

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;

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

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

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

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

81. 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 15 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.

82. 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.

83. 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.

84. The Settlement Administrator shall send an invoice to Defendant for the collection of funds necessary to fund the Common Fund account no later than 15 days after the Effective Date. Defendant must pay the Settlement Administrator the amount on the invoice within 30 days of the later of the Effective Date or the date the Invoice is received by Defendant. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date. The Settlement Administrator shall cause Medical Data and Credit Monitoring codes to be emailed to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date.

85. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled

to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds.

86. Settlement Class Members with Valid Claims that elected Medical Data and Credit Monitoring will receive an email on how to activate the monitoring.

IX. Final Approval Order and Final Judgment

87. Plaintiffs 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.

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 Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendants 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 and all Released Parties, 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* – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed \$2,500.00 per Class Representative. The Service Awards payments to the Class Representatives shall be separate and apart from Class Representatives' entitlement to Settlement Class Member Benefits, but paid by the Settlement Administrator from the Common Fund. The Settlement Administrator shall pay or cause to be paid, from the Common Fund, the Court-approved Service Awards to Class Counsel by wire, or by other such means as agreed to between the Parties, within thirty (30) days of Final Approval.

90. *Attorneys' Fees and Costs* – As part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding Class Counsel reasonable attorneys' fees and litigation costs of up to \$500,000.00. Defendant will not oppose the request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and

costs to Class Counsel by wire within 30 days of Final Approval, and after completion of necessary forms required by Defendant and/or the Settlement Administrator, including but not limited to properly completed and duly executed IRS W-9 Forms, along with any other necessary forms required by Defendant Endue and/or the Settlement Administrator.

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.

XI. Releases

93. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall automatically be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, irrevocably and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, and whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident or (b) any of the alleged violations of laws or regulations cited in the Complaint or that could have been cited in the Complaint and/or in the federal action.

94. The Settlement Class Representatives, the Settlement Class, and Releasing Parties acknowledge that they may hereafter discover facts other than, in addition to, or different from those that they now know or believe to be true with respect to the subject matter of the Agreement, Released Claims, or that the law applicable to such claims may change. Nonetheless, Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, agreed that, as of the Effective Date, each such individual shall have automatically and irrevocably waived and fully, finally, and forever settled and released any and all Released Claims, including any and all known and unknown claim, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement. The Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a material element of the Settlement Agreement.

95. Further, for the avoidance of doubt, the Class Representatives, the Settlement Class, and Releasing Parties acknowledge that they shall have waived any and all provisions, rights, benefits, and claims arising out of or relating to the Incident that the Releasing Parties may have or had, and which are conferred by any law of any state or territory of the United States, the District

of Columbia, by federal law, or principle of common law or the law of any other jurisdiction, or otherwise, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.*, and/or which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Further and for the avoidance of doubt, each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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.

96. The Class Representatives, the Settlement Class, and Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Notwithstanding the foregoing, the Releasing Parties are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

97. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

98. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of 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.

101. 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.

102. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed, without waiver of any defenses or arguments that Defendant may have, including regarding jurisdiction and/or venue. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

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

104. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

105. If 500 or more members of the Settlement Class opt-out of the Settlement, the Settlement will be considered null and void, and the parties will return to their respective positions as they existed prior to the Motion for Preliminary Approval.

XIV. No Admission of Liability

106. 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 and are of the position that they have good and meritorious defenses to such claims and contentions. 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.

107. 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.

108. 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.

109. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

110. 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.

XV. Miscellaneous Provisions

111. *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, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to their attorneys, members, partners, insurers, reinsurers, retrocessionnaires, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations, as well as any individuals or entities included in the definition of the Released Parties.

112. ***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.

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. **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.

117. **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.

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

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

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

If to Plaintiff or Class Counsel:

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

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
abm@murphylegalfirm.com

If to Defendant or Defendant's Counsel:

Carolyn Purwin Ryan
Emmanuella Jean-Jacques
Mullen Coughlin LLC
426 W Lancaster Avenue
Devon, PA 19333
cpurwinryan@mullen.law

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.

121. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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 and Defendant's Counsel represent and warrant that the persons signing this Agreement on Plaintiffs' and Defendant's 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 (a) they 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 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.

Signatures on Following Page

CLASS COUNSEL (for Plaintiffs and the Settlement Class)




JEFF OSTROW
KOPELOWITZ OSTROW P.A.



A. BROOKE MURPHY
MURPHY LAW FIRM

DEFENDANT ENDUE, INC.

By: 

51D23900DAEE466...
Its: CEO

ENDUE'S COUNSEL

CAROLYN PURWIN RYAN
EMMANUELLA JEAN-JACQUES
MULLEN COUGHLIN LLC

EXHIBIT 1

Endue Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

**Pauley, et al. v. Endue, Inc. d/b/a Endue
Software**

Case No. CACE-25-015155

Circuit Court of the Seventeenth Judicial
Circuit In and For Broward County,
Florida

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE FEBRUARY 2025
ENDUE SOFTWARE DATA INCIDENT, A
CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS AND ENTITLE YOU TO A CASH
PAYMENT AND MEDICAL DATA AND CREDIT
MONITORING.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Endue, Inc. d/b/a Endue Software ("Endue") in a class action lawsuit ("Settlement"). The case is about a February 2025 cyberattack on Endue's computer systems ("Data Incident"). Files containing Private Information were potentially accessed. Endue denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident."

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

What are the Settlement benefits?

You can claim two years of **Medical Data and Credit Monitoring** and one of the following two **Cash Payment** options.

Cash Payment for Documented Losses: If you have documented losses, you can get back up to **\$2,500**; OR

Alternate Cash Payment: You can claim a **\$65** cash payment.

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

How do I claim the Settlement benefits?

Submit your claims online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or scan to below QR code. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or be postmarked in the mail by **[Claims Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Endue for the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for the benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$500,000 and \$2,500 as a Service Award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Pauley, et al. v. Endue, Inc. d/b/a Endue Software
Case No. CACE-25-015155
17th Judicial Circuit in and for Broward County, Florida

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE FEBRUARY 2025 ENDUE SOFTWARE DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO MEDICAL DATA AND CREDIT MONITORING AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Endue, Inc. d/b/a Endue Software (“Endue” or “Defendant”) in a class action lawsuit. This case is about a targeted cyberattack on Endue's computer systems that occurred in February 2025 (“Data Incident”). Certain files that contained Private Information were accessed.
- The lawsuit is called *Pauley, et al. v. Endue, Inc. d/b/a Endue Software*, Case No. CACE-25-015155. It is pending in the 17th Judicial Circuit in and for Broward County, Florida (“Litigation”).
- Endue denies that it did anything wrong, and the Court has not decided who is right.
- The Parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Endue's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Endue.
- Your rights are affected whether you act or do not act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive Medical Data and Credit Monitoring and a Cash Payment from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p>	<u> </u> , 2026
OPT-OUT OF THE SETTLEMENT	<p>You can choose to opt-out of the Settlement and you will not receive Medical Data and Credit Monitoring or a Cash Payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.</p>	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits Medical Data and Credit Monitoring and/or a Cash Payment.</p>	<u> </u> , 2026
DO NOTHING	<p>Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive Medical Data and Credit Monitoring or a Cash Payment from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The 17th Judicial Circuit Court in and for Broward County, Florida, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Pauley, et al. v. Endue, Inc. d/b/a Endue Software*, Case No. CACE-25-015155. It is pending in the 17th Judicial Circuit Court in and for Broward County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Endue, Inc. d/b/a Endue Software, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during a February 2025 targeted cyberattack on Endue's computer systems, certain files that contained Private Information were accessed.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class,” “Class Members,” or “Settlement Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representatives are Robert Pauley; Moira Polite; Elizabeth Healy; and Daniel Martinez, parent and natural guardian of D.M. a minor. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class as: “All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors, officers, and agents of either Defendant; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

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

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Medical Data and Credit Monitoring** and **one** of the following two **Cash Payment** options. The benefits are explained in more detail below.

MEDICAL DATA AND CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENTS. Settlement Class Members who have documented losses may claim **Cash Payment A - Documented Losses**. Alternatively, Settlement Class Members may claim the **Alternate Cash Payment** which does not require documentation. You may claim only **one** Cash Payment.

Cash Payment A - Documented Losses. If you incurred actual, documented out-of-pocket losses related to fraud and/or identity theft due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between February 16, 2025, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B - Alternate Cash Payment. *Instead of* the Cash Payment for Documented Losses, you may claim a one-time **\$65.00** cash payment. You do not have to provide any documentation to claim this Cash Payment.

There is an Alternate Cash Payments Fund of \$260,000.00 that will be paid out for Cash Payment B - Alternate Cash Payments. This means that if the total for all Alternate Cash Payment claims is over \$260,000.00, everyone's payment will be reduced *pro rata* so that the total amount is \$260,000.00. Alternatively, if the total for all Alternate Cash Payment claims is less than \$260,000.00, everyone's payment will be increased *pro rata* so that the total amount is \$260,000.00.

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

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

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

If you stay in the Settlement Class, you will not be able to be part of any other lawsuit against Endue about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for Medical Data and Credit Monitoring and/or a Cash Payment?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Endue Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked in the mail no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Medical Data and Credit Monitoring activate codes and Cash Payments will be distributed if the Court grants Final Approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A. and A. Brooke Murphy of the Murphy Law Firm, to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$500,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by Endue.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Endue.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Endue on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Pauley, et al. v. Endue, Inc. d/b/a Endue Software*, Case No. CACE-25-015155, pending in the 17th Judicial Circuit in and for Broward County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Endue Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Pauley, et al. v. Endue, Inc. d/b/a Endue Software*, Case No. CACE-25-015155, pending in the 17th Judicial Circuit in and for Broward County, Florida;
- (2) your full name, mailing address, telephone number, and email address (if any);

- (3) 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;
- (4) 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;
- (5) 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;
- (6) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and Defendants' Counsel may conduct discovery on any objector or their counsel.

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, **Class Counsel, and Defendant's Counsel**.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Endue Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Ste. 500 Fort Lauderdale, FL 33301 A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Parkway, Suite 700 Oklahoma City, OK 73108	Carolyn Purwin Ryan Emmanuelle Jean-Jacques Mullen Coughlin LLC 426 W Lancaster Avenue Devon, PA 19333

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the 17th Judicial Circuit in and for Broward County, Florida, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

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

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**

- By mail: Endue Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Pauley, et al. v. Endue, Inc. d/b/a Endue Software
Case No. CACE-25-015155
17th Judicial Circuit in and for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a Claim? The court has defined the Class as: “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: (1) all persons who are directors, officers, and agents of either Defendant; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) anyone who validly excludes themselves from the Settlement.

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

AVAILABLE BENEFITS

All Settlement Class Members may claim **Medical Data and Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

MEDICAL DATA AND CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENTS. Settlement Class Members who have documented losses may claim the **Cash Payment A - Documented Losses**. Alternatively, Settlement Class Members may claim Cash Payment B – **Alternate Cash Payment**. You may claim only one of the following two Cash Payment options.

Cash Payment A - Documented Losses. If you incurred actual, documented out-of-pocket losses related to fraud and/or identity theft due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between February 16, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Pauley, et al. v. Endue, Inc. d/b/a Endue Software
Case No. CACE-25-015155
17th Judicial Circuit in and for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B - Alternate Cash. *Instead of the Cash Payment for Documented Losses, you may claim a one-time \$65.00 cash payment. You do not have to provide any documentation to claim this Cash Payment.*

There is an Alternate Cash Payments Fund of \$260,000.00 from which Alternate Cash Payments will be paid. This means that if the total for all Alternate Cash Payment claims is over \$260,000.00, everyone's payment will be reduced *pro rata* so that the total amount is \$260,000.00. Alternatively, if the total for all Alternate Cash Payment claims is less than \$260,000.00, everyone's payment will be increased *pro rata* so that the total amount is \$260,000.00.

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

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Pauley, et al. v. Endue, Inc. d/b/a Endue Software
Case No. CACE-25-015155
17th Judicial Circuit in and for Broward County, Florida

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

IV. Cash Payment B- ALTERNATE CASH

Check this box if you want to claim a one-time \$65.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

PayPal

Email address, if different than you provided in Section 1: _____

Venmo

Mobile number, if different than you provided in Section 1: _____

Zelle

Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card

Email address, if different than you provided in Section 1: _____

Physical Check

Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



EXHIBIT 4

**IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA**

ROBERT PAULEY; MOIRA POLITE;
ELIZABETH HEALY; and DANIEL
MARTINEZ, parent and natural guardian of
D.M. a minor, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

ENDUE, INC. d/b/a ENDUE SOFTWARE,

Defendant.

Case No.: CACE-25-015155

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

WHEREAS, this Action is a putative class action before the Court;

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval under the Florida Rules of Civil Procedure, to settle this Action upon the terms and conditions stated in the Agreement, which, among other things and together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in the Agreement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class members; (6) approve the Claim Form and Claims process; (7) order the Settlement's opt-out and objection procedures; (8) appoint the Simpluris, Inc. as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members

of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendants and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

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 the Settlement Agreement.

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

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

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

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

5. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. 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 Settlement 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 Defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

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

9. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris 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.

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

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

12. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (15 days before the initial scheduled Final Approval Hearing). 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. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

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

14. 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 objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) 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; (d) 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 Award; (e) 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 (5) 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 (5) years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient).

15. 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 (15 days before the initial scheduled Final Approval Hearing), 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 courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the

names of each Settlement Class Member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on _____, 2026, at _____ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th St, Fort Lauderdale, Florida 33301, or virtually by video. 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 Award 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.

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

Defendant to provide Class List	10 days after entry of the Preliminary Approval Order
Deadline to commence Notice Program	20 days following entry of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initially 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	15 days before the initial scheduled Final Approval Hearing
Objection Deadline	15 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	+100 days from entry of Preliminary Approval Order (or such later date available on the Court's calendar)

19. If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement

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. Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

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

CIRCUIT COURT JUDGE

Copies furnished to:
All Counsel of Record

EXHIBIT 5

**IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA**

ROBERT PAULEY; MOIRA POLITE;
ELIZABETH HEALY; and DANIEL MARTINEZ,
parent and natural guardian of D.M. a minor,
*individually and on behalf of all others similarly
situated,*

Plaintiffs,

v.

ENDUE, INC. d/b/a ENDUE SOFTWARE,

Defendant.

Case No.: CACE-25-015155

**[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, on [REDACTED], 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on [REDACTED], 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 of Kopelowitz Ostrow P.A. and A. Brooke Murphy of the Murphy Law Firm, and as Class Counsel; (5) appointed Simpluris, 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; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct Postcard Notice and the Long Form Notice was

available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on [REDACTED], 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 and the Release contained in Section XI therein and all capitalized terms used herein have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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 is also fair, and the Claim Form is easily understandable.

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 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 was 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 Final Approval Order.

9. The appointment of the Class Representatives, Class Counsel, and the Settlement Administrator is affirmed.

10. 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 only the purposes

of the Settlement 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 members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; 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, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

11. 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: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

13. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

14. Class Counsel is awarded \$500,000.00 for attorneys' fees and costs. These payments shall be made or caused to be made by Defendant. The Court evaluated settlement Class Counsel's request by examining Class Counsel's lodestar, enhanced by a contingency risk and/or

results achieved multiplier, applying the reasonableness factors in *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995), and concludes that amount is fair and within the range of reason.

15. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each. The Service Awards shall be paid or caused to be paid by Defendant in accordance with the Agreement.

16. 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.

17. 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.

18. 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 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.

19. With the exception of those who timely opted-out of the Settlement, all Settlement Class Members shall be bound by this Final Approval Order.

20. 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 Chambers at Broward County, Florida, this _____ day of _____, 2026.

CIRCUIT COURT JUDGE

Copies Furnished to:

All Counsel of Record