

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA**

**ALISA CONNELL**, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

**EYE PHYSICIANS OF CENTRAL  
FLORIDA, P.L.C.**,

Defendant.

Case No.: 2023-CA-017660-O

**AGREED ORDER PRELIMINARILY APPROVING SETTLEMENT,  
CERTIFYING SETTLEMENT CLASS, AND  
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). Upon careful consideration of the Motion, arguments of counsel, and being otherwise advised, the Court finds and determines as follows:

Plaintiff Alisa Connell brought this class action in this County against Defendant Eye Physicians of Central Florida, P.L.C. ("Defendant" or "Nations Direct Mortgage") for damages allegedly suffered by Plaintiffs and the Class in connection with an unauthorized intrusion where certain files and data stored within Defendant's network were potentially accessed (the "Data Breach Incident"). Defendant became aware of the Data Breach Incident on or about November 5, 2023.

The parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm's-length negotiations between counsel experienced in class actions and

data privacy matters. The parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement and Release, including the exhibits attached thereto (together, the “Settlement Agreement” or “Settlement”), and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is granted as set forth herein.<sup>1</sup>

#### **I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

For settlement purposes only and pursuant to Florida Rules of Civil Procedure 1.220(a), the Court provisionally certifies the classes in this matter defined as follows:

All persons residing in the United States who were notified by Eye Physicians of Central Florida, P.L.C. (“Eye Physicians”) that their Private Information was potentially accessible during the Data Breach and/or known to be compromised by the Data Breach discovered on or about November 5, 2023, and who were sent notice of the Data Breach, including employees who entered into an arbitration agreement with Defendant. Defendant will waive enforcement of said arbitration agreements only for the limited purpose of claims arising out of, or relating to, the Data Breach Incident (“Florida Class”).

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request for Exclusion prior to the Opt-Out Deadline.

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement and Release, which was filed with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this case.

## **II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL**

Plaintiff Alisa Connell is hereby provisionally designated and appointed as the Settlement Class Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent Settlement Class Members, and therefore typical of the Class, and that they will be adequate Settlement Class Representatives.

The Court finds that Manuel Hiraldo of Hiraldo P.A.; Jibrael Hindi of The Law Offices of Jibrael S. Hindi; and Brian Levin of Levin Law, P.A. are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

### **III. PRELIMINARY SETTLEMENT APPROVAL**

Upon preliminary review, the Court finds that the Proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

### **IV. JURISDICTION**

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

### **V. FINAL APPROVAL HEARING**

A Final Approval Hearing shall be held on [**DATE: at least 90 days after entry of this Order**] in Courtroom \_\_\_ of the Orange County Courthouse, 425 N Orange Ave, Orlando, FL 32801, to determine, among other things, whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to Florida Rule of Civil Procedure 1.220(d)(1), (2), and (3); (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e); (iii) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for an award of attorneys' fees, costs and expenses (the "Fee Request") should be approved; and (vi) the application of the Settlement Class Representatives for a Service Award (the "Service Award Request") should be approved.

Plaintiffs' motion for final approval of the Settlement, including their Application for Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court by [**DATE: 45 days prior to Final Approval Hearing**]. By no later than [**DATE: 7 days prior to Final Approval**

**Hearing]**, the parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

## **VI. ADMINISTRATION**

The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members, including but not limited to, the Settlement Administrator's fees and costs. These payments shall be made separate and apart from the Settlement amounts.

## **VII. NOTICE TO THE CLASS**

The Proposed Notice Program set forth in the Settlement Agreement, including the Postcard Notice and Long Form Notice, attached to the Settlement Agreement as its Exhibits 1 and 2, satisfy the requirements of Florida Rule of Civil Procedure 1.220(d)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Notice Specialist and Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

By [**DATE: 20 days after entry of this Order**], the Notice Specialist and Claims Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

## **VIII. FINDINGS CONCERNING NOTICE**

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including the Florida Rules of Civil Procedure 1.220(d)(2) and (3), and the Due Process Clause(s) of the Florida Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

#### **IX. EXCLUSION FROM CLASS**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than [**DATE: 30 days prior to final approval hearing**]. The written notification must include the individual's full name and current address; an unequivocal statement that he or she wants to be excluded from the Litigation, the Settlement Class, Settlement Agreement, not to participate in the Settlement Agreement and/or to waive all rights to the benefits of the Settlement Agreement; and the individual's signature.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the

Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than **[DATE: 21 days prior to final approval hearing]**. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release and the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

#### **X. OBJECTIONS AND APPEARANCES**

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request, and must do so no later than **[DATE: 30 days prior to final approval hearing]**.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Deadline; and (b) mailed first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, Defendants' Counsel, and the Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than **[DATE: 30 days prior to final approval hearing]**, as specified in the Notice. For an objection to be considered by the court, the objection must also set forth:

- a. The objector's full name, address, telephone number, and e-mail 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 five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- 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, and whether each counsel will appear at the Final Approval Hearing;
- 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. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to substantially comply with the provisions of this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered. The Court retains the right to allow objections in the interest of justice.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, including any final judgment and orders entered thereon, the Service Award Request, or the Fee Request.

## **XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN**

The Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid claim form. The Court preliminarily approves the settlement benefits to the class and plan for remuneration described in Section VIII of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement

consideration according to the terms of the Settlement Agreement, should Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form will be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

## **XII. TERMINATION OF THE SETTLEMENT**

This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

## **XIII. USE OF ORDER**

This Order shall be of no continuing force or effect if Final Judgment is not entered or there is no Effective Date (as defined in the Settlement Agreement). In no event, shall this Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability in connection with the Cyber Incident, indication that

there was any misuse of information resulting from the Cyber Incident, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

#### **XIV. STAY OF PROCEEDINGS**

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment, or until further order of this Court.

#### **XV. CONTINUANCE OF HEARING**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

#### **XVI. SUMMARY OF DEADLINES**

The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

1. **Notice Deadline: DATE [20 days after entry of this Order]**
2. **Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards: DATE [45 days prior to Final Approval Hearing]**

3. **Opt-Out and Objection Deadlines: DATE [30 days prior to Final Approval Hearing]**
4. **Claim Submission Deadline: DATE [15 days prior to Final Approval Hearing]**
5. **Responses (if any) to any Objections, and Replies (if any) in Support of Final Approval, Service Awards, and Fee Requests: DATE [7 days prior to Final Approval Hearing]**
6. **Final Approval Hearing: DATE [at least 90 days after entry of this Order]** before the undersigned in Courtroom \_\_\_\_ Orange County Courthouse, 425 N Orange Ave, Orlando, FL 32801.

The dates set in this Order should be included as appropriate in the Notices to the Class.

DONE AND ORDERED at Orange County Courthouse, Orlando, Florida, on the date set forth in the electronic signature.



eSigned by Tanya Wilson 02/23/2026 13:54:11 TAnAW9os

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TANYA DAVIS WILSON  
Circuit Judge

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that the foregoing was filed with the Clerk of the Court on the date set forth in the electronic signature below by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

If there are parties not receiving service through the Florida Courts eFiling Portal, counsel will serve a copy of the Order via U.S. Mail to the non-eFiling parties and file a certificate of service in the Court file no later than three days from the date of this order.



eSigned by Tanya Wilson 02/23/2026 13:54:11 TANAW9os

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Judge Wilson