

**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,

Plaintiff,

v.

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

Defendant.

Case No.: 23-CA-017660-O

**SETTLEMENT AGREEMENT AND RELEASES**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiff Alisa Connel (hereinafter referred to as “Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class, and Defendant Eye Physicians of Central Florida, P.L.C. (“Defendant”), as of the date last signed below.

The Parties hereby agree to the following terms in full settlement of the Actions, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is a medical provider based in Central Florida.
2. As part of its business, Defendant collects, maintains, and stores Personally Identifying Information (“PII”) and Protected Health Information (“PHI”), which includes but is not limited to, names, addresses, dates of birth, medical diagnosis and treatment information,

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below or as defined elsewhere in the Agreement.

provider name, patient ID number, procedure code, date of service, treatment cost information, health insurance information, payment information, and prescription information.

3. On or about November 5, 2023, an intruder gained entry to Defendant's network and may have accessed Plaintiff and the Settlement Class members' PII and/or PHI, and may have exfiltrated information from Defendant's systems (the "Data Breach Incident").

4. As a result, in December of 2023, Plaintiff filed a class action lawsuit against Defendant in The Circuit Court for The Ninth Judicial Circuit in and for Orange County, Florida (the "Action").

5. A Motion to Dismiss was filed and, in response, Plaintiff filed a First Amended Class Action Complaint ("FAC").

6. The FAC asserted causes of action, including, (i) negligence and (ii) breach of fiduciary duty, aiming to represent a Florida class of impacted individuals.

7. Defendant has denied, and continues to deny, each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted, or which could have been asserted, in this Action. Defendant denies that it is liable in any way for the Data Breach Incident, or that the Plaintiff or Settlement Class Members are entitled to any relief from Defendant relating to the Data Breach Incident.

8. The case was actively litigated for over 18 months, including the exchange of discovery requests and responses.

9. On August 14, 2025, the Parties engaged in private mediation before Bennett G. Picker of Stradley Ronon. The Parties settled at the mediation.

10. After multiple rounds of arm's-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the settlement on

August 14, 2025, and exchanged a Term Sheet containing the essential terms of the settlement agreement.

11. 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 Action, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action.

12. 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. Plaintiff has entered into this Agreement to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

## **II. Definitions**

10. “**Action**” means the class action lawsuit discussed above as the Action.

11. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made within the Motion for Final Approval seeking Settlement Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Settlement Class Representative.

12. “**Cash Payment**” means compensation paid to Settlement Class Members who submit a Valid Claim for Reimbursement for Ordinary Losses or Extraordinary Losses.

13. “**Claim**” means the submission of a Claim Form by a Claimant.

14. “**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.

15. “**Claim Form Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 15 days before the initial scheduled Final Approval Hearing, which is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member Benefit.

16. “**Claimant**” means a Settlement Class member who submits a Claim Form.

17. “**Settlement Class Counsel**” means: Manuel Hiraldo of Hiraldo P.A.; Jibrael Hindi of The Law Offices of Jibrael S. Hindi; and Brian Levin of Levin Law, P.A.

18. “**Settlement Class List**” means a list of Settlement Class members. Defendant shall prepare and provide the Settlement Class List to the Settlement Administrator for Notice using information in Defendant’s records. The Settlement Class List shall include the Settlement Class members’ full names and last known addresses.

19. “**Settlement Class Representative**” means Alisa Connell.

20. “**Court**” means the Circuit Court in and for Orange County, Florida, and the Judge

assigned to the Action.

21. **“Credit Monitoring”** means CyEx Identity Defense Complete, including Credit Monitoring, Address Change Monitoring, Security Freeze Assist, Real-Time Inquiry Alerts, Dark Web Monitoring, \$1 million Comprehensive Identity Theft Insurance, Victim Assistance, and Customer Support.

22. **“Data Breach Incident”** means the unauthorized access, on or about November 5, 2023, to the Personally Identifying Information stored on Defendant’s network.

23. **“Defendant”** or **“Eye Physicians”** means Eye Physicians of Central Florida, P.L.C.

24. **“Defendant’s Counsel”** means Tara Gill Nalencz of Cipriani & Werner, P.C.

25. **“Effective Date”** means 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.

26. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

27. **“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.

28. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately,

determining the amount of attorneys' fees and costs awarded to Settlement Class Counsel and the amount of any Service Awards to the Settlement Class Representatives.

29. “**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.

30. “**Motion for Final Approval**” means the motion that Plaintiff and Settlement Class Counsel shall file with the Court seeking Final Approval of the Settlement.

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 and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

33. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, the Settlement Website and toll-free settlement phone number.

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

35. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

36. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initially scheduled Final Approval Hearing.

37. “**Party**” means each of the Plaintiff and Defendant, and “**Parties**” means Plaintiff

and Defendant collectively.

38. **“Personally Identifiable Information”** or **“PII”** means information collected by Defendant, directly or indirectly, pertaining to its customers, including, but not limited to, names, addresses, dates of birth, medical diagnosis and treatment information, health insurance information, and financial information.

39. **“Plaintiff”** means Alisa Connell.

42. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class members by mail.

43. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

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

46. **“Released Claims”** means all liabilities, rights, claims, Actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the exposure of personal identifiable information, or any other personal information in the Data Breach Incident, and conduct that was alleged or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, including punitive, special or exemplary damages, attorneys’ fees, costs or expenses of suit, injunctive relief, declaratory relief, specific performance, prejudgment or post-judgment interest, penalties, losses, or remedies

relating to, based upon, resulting from, or arising out of the disclosure of PII from the Data Breach Incident (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach Incident. However, Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement, and shall not include the Settlement Class Members who have timely and validly requested exclusion from the Settlement Class. Furthermore, the Released Claims will not in any manner affect any Settlement Class Member’s payment obligations or any other obligations under any note, loan, mortgage, or deed of trust that the Settlement Class Member may have with Defendant.

47. For avoidance of doubt, the Released Claims do not include the release of any monetary or non-monetary obligations of any type of loan, mortgage, deed of trust, security instrument given by any Settlement Class Member on which any Settlement Class Member previously was or currently is or may be liable.

48. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, predecessors, successors, managers, administrators, executors, and trustees.

49. “**Releasing Parties**” means Plaintiff and Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators,

assigns, trustees, and receivers.

50. “**Service Award**” means the payment the Court may award Plaintiff for serving as Settlement Class Representative, which is in addition to any Settlement Class Member Benefit due to Plaintiff as a Settlement Class Member. The Service Award shall be paid by Defendant separate from the Settlement Class Member Benefits.

51. “**Settlement Administrator**” means Simpluris, the third-party notice and claims administrator.

52. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

53. “**Settlement Class**” means all living individuals who were sent a notice by Defendant that their PII or PHI may have been impacted in the Data Breach Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting criminal activity leading to the Data Breach Incident or who pleads *nolo contendere* to any such charge.

54. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

55. “**Settlement Website**” means the website the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for the Settlement Class members to obtain notice of, and information about the Settlement, 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, 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 on the Settlement Website. The Settlement Website shall also include a toll-free number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall remain online and operable for at least thirty (30) days after the Claims Deadline. The Settlement Website shall also make the Claim Form available for download.

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) timely, 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 end of the Claim Form Period, or, if submitted online, submitted by 11:59 p.m. Eastern time on the last day of the Claim Form Period; 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, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. 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. Plaintiff and Settlement Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **IV. Settlement Consideration**

##### **58. Settlement Class Member Benefits**

The Settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a timely, complete, substantiated, documented and Valid Claim to the Settlement Administrator. When submitting a Valid Claim, Settlement Class Members may submit claims for Cash Payment and Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

##### **59. Cash Payments**

a. **Compensation for Ordinary Losses:** Up to two thousand dollars (\$2,000.00) for each Settlement Class Member, upon submission of a Claim and supporting documentation for ordinary losses. Settlement Class Members must submit documentation supporting their Claims for losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for

the same expenses by another source. These ordinary losses may include the following:

i. ***Out of pocket expenses incurred*** as a result of the Data Breach Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;

ii. ***Fees for credit reports, credit monitoring, or other identity theft insurance product*** purchased between November 5, 2023, and the date of the Claims Deadline;

iii. **Compensation for Lost Time**: Up to three (3) hours of lost time, compensated at a rate of twenty-five dollars per hour (\$25.00/hour) (for a total of \$75.00) for time spent responding to the Data Breach Incident. Settlement Class Members may submit claims for up to three (3) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Breach Incident.,

b. **Compensation for Extraordinary Losses**: Up to seven-thousand and five-hundred dollars (\$7,500.00) for each Settlement Class Member for proven monetary loss, upon submission of a timely, complete, substantiated, documented and Valid Claim, if: (i) the loss is an actual, documented, and unreimbursed monetary loss due to fraud or identity theft; and (ii) to the loss was more likely that not caused by the Data Breach Incident; and (iii) the loss occurred between November 5, 2023 and the Claims Deadline; and (iv) the loss is not already covered by one or more of the reimbursement categories defined for Ordinary Losses described in Paragraph 59(a); and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

c. **Credit Monitoring:** In addition to the benefits described in Paragraphs 59(a) and 59(b), all Settlement Class Members are entitled to the credit monitoring services described in Paragraph 60. Each Settlement Class Member shall be eligible to receive two (2) years of credit monitoring through CyEx Identity Defense Complete at Defendant's expense, measured from the date that the credit monitoring service is activated by the Settlement Class Member. The credit monitoring services will include one-bureau Credit Monitoring, Address Change Monitoring, Security Freeze Assist, Real-Time Inquiry Alerts, Dark Web Monitoring, \$1 million Comprehensive Identity Theft Insurance, Victim Assistance, and Customer Support. The Settlement Administrator will provide an activation code for these credit monitoring services with the Class Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice. Settlement Class Members will be entitled to the full two (2) years of credit monitoring services provided by this Paragraph regardless of whether they previously took advantage of the twenty-four (24) months of credit monitoring offered to Settlement Class Members in Defendant's original Notice of Data Breach.

60. **Business Practice Changes & Confirmatory Discovery**

Plaintiff have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class broken down by state of residence, the facts and circumstances of the Data Breach Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to

protect class members' PII and PHI. Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security improvements since the Data Breach Incident and estimating the annual cost of those improvements.

**V. Settlement Approval**

61. Settlement Class Counsel shall file a Motion for Preliminary Approval by     , 2025.

62. 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 the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim submission process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Manuel Hiraldo of Hiraldo P.A.; Jibrael Hindi of The Law Offices of Jibrael S. Hindi; and Brian Levin of Levin Law, P.A. as Settlement Class Counsel; (7) appoint the Plaintiff as Settlement Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Actions pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Settlement Class Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

63. 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.

64. 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, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

65. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- 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 answer 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 Settlement Class Counsel and Defendant's Counsel that summarize the number, type and amount of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration 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, 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;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;
- l. Sending an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code; and

- m. Any other Settlement administration function at the instruction of Settlement Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

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

66. Defendant will make available to the Settlement Administrator the Class List no later than 20 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

67. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

68. 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 last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Settlement 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.

69. 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.

70. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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 Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Settlement 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 last day of the Objection Period, 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 and addressed in accordance with the instructions. If submitted by private 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:
  - 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 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).

Settlement Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

73. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

74. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

#### **VIII. Claim Form Process and Disbursement of Cash Payments**

75. The Notice and the Settlement Website will explain to Settlement Class members

that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

76. 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.

77. 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. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

78. 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.

79. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible

fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

80. 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 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Settlement Class Counsel otherwise agree.

81. 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.

82. 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 30 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. Settlement 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 will be final and binding.

83. 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 Settlement Class Counsel or Defendant's Counsel. Additionally, Settlement 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.

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

85. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within thirty days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth in paragraph 83 herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

86. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

87. 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 60 days to select their form of payment following such email from the Settlement

Administrator. Paper checks must be negotiated within 60 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Settlement Class Counsel and Defendant's Counsel. Absent specific instructions from Settlement 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 funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

**IX. Final Approval Order and Final Judgment**

88. Plaintiff shall file their 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 original date set for the 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.

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

**X. Service Awards, Attorneys' Fees, and Costs**

90. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Settlement Class Counsel within 30 days of the Effective Date.

91. **Attorneys' Fees and Costs.** Settlement Class Counsel shall apply to the Court for an award of attorneys' fees and cost of up to \$325,000.00, to be paid by Defendant separate from the Settlement Class Benefits. Defendant shall pay or cause to be paid the Court-approved

attorneys' fees and cost award by check or wire transfer to an account designated by Settlement Class Counsel within 30 days of the Effective Date.

92. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards. If the Court denies, in total or in part the request for attorneys' fees or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement had been agreed upon.

## **XI. Releases**

93. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims, known or unknown, arising out of or relating to the Data Breach. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

95. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Member; and (b) Plaintiff and Settlement

Class Member 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 Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

96. 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 and releases set forth herein;
- 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.

97. 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.

98. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opts out of the Settlement. Defendant shall notify Settlement Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

99. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Actions 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

Actions and all papers filed. 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 Actions 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**

100. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff', Settlement 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 Actions 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.

101. 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 Actions or any other action or proceeding for any purpose. In such event, all Parties to the Actions shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XIV. No Admission of Liability**

102. 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 Actions. Defendant specifically denies that a class could or should be certified in the Actions 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 Actions.

103. Settlement Class Counsel believe the claims asserted in the Actions 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 Actions. Settlement 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. Settlement Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class Members.

104. 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.

105. 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 Plaintiff 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 Actions or in any proceeding in any court, administrative agency, or other tribunal.

106. 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**

107. 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 Settlement Agreement, nor shall this paragraph be construed to prevent Settlement Class Counsel or Defendant's Counsel from notifying or explaining that the Actions 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 Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

108. Gender and Plurals. As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever

the context so indicates.

109. 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.

110. 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.

111. 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.

112. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

113. 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.

114. 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.

115. 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 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.

116. 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.

117. 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:

**HIRALDO P.A.**  
Manuel Hiraldo  
401 E. Las Olas Blvd.  
Ste. 1400  
Fort Lauderdale, FL 33301  
Tel: (954) 400-4713  
mhiraldo@hiral dolaw.com

**THE LAW OFFICES OF JIBRAEL S. HINDI**  
Jibrael Hindi  
110 SE 6th Street, Suite 1744  
Ft. Lauderdale, FL 33301  
jibrael@jibraellaw.com

**LEVIN LAW, P.A.**  
Brian Levin  
2665 South Bayshore Dr, PH-2B  
Miami, FL 33133  
Tel: (212) 532-1091  
brian@levinlawpa.com

If to Defendant or Defendant's Counsel:

**CIPRIANI & WERNER, P.C.**

Tara Gill Nalencz  
Three Valley Square, Suite 305  
512 E. Township Line Rd.  
Blue Bell, PA 19422  
Tel: (610) 567-0700  
tnalencz@c-wlaw.com

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

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

119. 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.

120. Authority. Settlement Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff 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.

121. Agreement Mutually Prepared. Neither Plaintiff 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.

122. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Actions; 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 Actions 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 Actions 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.

123. 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.

**PLAINTIFF**



Alisa Connell (Jan 22, 2026 15:18:15 EST)

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ALISA CONNELL

*Plaintiff*

**CLASS COUNSEL**



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MANUEL HIRALDO

HIRALDO P.A.



Jibrael Hindi (Jan 23, 2026 07:57:42 EST)

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JIBRAEL S. HINDI

THE LAW OFFICES OF JIBRAEL S. HINDI



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BRIAN LEVIN

LEVIN LAW, P.A.

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

By: *David Z. Antulic*  
Its PRESIDENT

**COUNSEL FOR DEFENDANT**

*Tara Gill Nalencz*  
TARA GILL NALENCZ  
CIPRIANI & WERNER, P.C

# EXHIBIT 1

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

**Connell v. Eye Physicians of Central Florida,  
P.L.C.**

Case No. 2023-CA-017660-O

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE NOVEMBER 2023  
EYE PHYSICIANS  
DATA BREACH INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

For more information about the proposed class  
action settlement, including how to submit a claim,  
exclude yourself, or submit an objection, please  
visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free  
1-XXX-XXX-XXXX

A court has authorized this Notice.

This is not a solicitation from a lawyer.  
You are not being sued.

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 Eye Physicians of Central Florida, P.L.C. ("Eye Physicians") in a class action lawsuit. The case is about the November 2023 cyberattack on Eye Physicians' computers (the "Data Breach Incident"). Files containing private information were accessed. Eye Physicians denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?**

You are a Class Member if: (1) you live in the US; and (2) Eye Physicians notified you that your private information was affected by the Data Breach Incident.

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

**What are the Settlement benefits?**

All Class Members can claim two years of **Credit Monitoring Services and** one or more **Cash Payments**. Cash payment options are: (1) If you have documented ordinary losses you can get back up to **\$2,000** for out-of-pocket expenses and losses. (2) If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to 3 hours (up to **\$75**). (3) If you have documented extraordinary losses not already covered by one of the other categories you can get back up to \$7,500.

Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**How do I receive a benefit?**

To submit a claim, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). You can also call 1-XXX-XXX-XXXX to request a paper Claim Form. **Claims must be submitted online or postmarked by [Claims Deadline].**

**What if I don't want to participate in the Settlement?**

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Eye Physicians for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), 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 \$325,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

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



# EXHIBIT 2

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Connell v. Eye Physicians of Central Florida, P.L.C.*

Case No. 2023-CA-017660-O

Circuit Court for Orange County, Florida

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2023 EYE PHYSICIANS DATA BREACH INCIDENT A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This 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 Eye Physicians of Central Florida, P.L.C. (“Eye Physicians” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Eye Physicians' computer systems that occurred in November 2023 (the “Data Breach Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; dates of birth; medical diagnosis and treatment information; health insurance information; and financial information.
- The lawsuit is called *Connell v. Eye Physicians of Central Florida, P.L.C.*, Case No. 2023-CA-017660-O. It is pending in the Circuit Court for Orange County, Florida (the “Litigation”).
- Eye Physicians denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Eye Physicians' records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Eye Physicians.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

## WHAT THIS NOTICE CONTAINS

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### 1. Why was this Notice issued?

The Circuit Court for Orange 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 *Connell v. Eye Physicians of Central Florida, P.L.C.*, Case No. 2023-CA-017660-O. It is pending in the Circuit Court for Orange County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Eye Physicians of Central Florida, P.L.C., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the November 2023, targeted cyberattack on Eye Physicians' computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; dates of birth; medical diagnosis and treatment information; health insurance information; and financial information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Alisa Connell. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

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

## 5. Who is included in the Settlement?

You are part of the Class if:

- (1) you live in the United States of America; **and**
- (2) Eye Physicians notified you that your private information may have been impacted by the Data Breach Incident.

This is a plain language version of how the Court defined the Class. The original version is available in Paragraph 53 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

## 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Directors and officers of Eye Physicians; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Breach Incident.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Eye Physicians Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number],.

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

## 7. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

**Credit Monitoring Services.** In addition to electing a Cash Payment, you are eligible to enroll in two years of Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance.

### Cash Payment Options:

**Documented Ordinary Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach Incident, you may submit a timely and valid Claim Form and provide supporting documentation for up to **\$2,000.00**, including up to three (3) hours at \$25 per hour for time spent remedying issues related to the Data Breach Incident. The losses must have occurred between November 5, 2023, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses incurred as a result of the Incident like: bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between November 5, 2023 and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "self-prepared" documents such as

handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source. Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

**Documented Extraordinary Losses.** If you incurred actual, documented unreimbursed monetary loss due to fraud or identity theft due to the Data Breach Incident, and the loss is not already covered by one or more of the reimbursement categories in Ordinary Losses and you made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance, you may submit a timely and valid Claim Form and provide supporting documentation for up to \$7,500.00.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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: Eye Physicians Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number],.

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

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

## 9. How do I submit a claim for a Settlement benefit?

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

Eye Physicians Data Breach Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]

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](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

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

## 11. When will the Settlement benefits be issued?

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

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

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

Yes, the Court has appointed attorneys Manuel Hiraldo of Hiraldo P.A.; Jibrael Hindi of The Law Offices of Jibrael S. Hindi; and Brian Levin of Levin Law, P.A., to represent you and other Class Members (“Class Counsel”).

## 13. Should I get my own lawyer?

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

## 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$325,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Eye Physicians.

Class Counsel will also ask for Service Award payment of \$2,500.00 for the Class Representative. Service Award payments will also be paid by Eye Physicians.

## 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Eye Physicians on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

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

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

- (1) the name of the Litigation: *Connell v. Eye Physicians of Central Florida, P.L.C.*, Case No. 2023-CA-017660-O, pending in the Circuit Court for Orange County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and

- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Eye Physicians Data Breach Incident Settlement  
ATTN: Exclusion Request  
[PO Box Number]

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

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

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

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

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

- (1) the name of the Litigation: *Connell v. Eye Physicians of Central Florida, P.L.C.*, Case No. 2023-CA-017660-O, pending in the Circuit Court for Orange County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, your lawyer’s signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
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Clerk of the Court [Court Address]	Eye Physicians Data Breach Incident Settlement ATTN: Objections [PO Box Number]
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Class Counsel	Counsel for Defendants
Manuel Hiraldo <b>HIRALDO P.A.</b> 401 E. Las Olas Blvd. Ste. 1400 Fort Lauderdale, FL 33301	Tara Gill Nalencz <b>CIPRIANI &amp; WERNER, P.C.</b> Three Valley Square Suite 305 512 E. Township Line Rd. Blue Bell, PA 19422

### 17. What is the difference between objecting and excluding?

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

### 18. When is the Court’s Final Approval Hearing?

The Court will hold a final approval on [FA Hearing Date] at [Hearing Time] Eastern Time, in Room [Court Room] of the Circuit Court for Orange County, Florida, at [Court Address].

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

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

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

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

### 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.

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Eye Physicians Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number],.

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]

**Connell v. Eye Physicians of Central Florida, P.L.C.**

Case No. 2023-CA-017660-O

Circuit Court for Orange County, Florida

**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**GENERAL INSTRUCTIONS**

You are part of the Class if:

- (1) you live in the United States; **and**
- (2) Eye Physicians notified you that your private information was affected by the Data Breach Incident.

This is a plain language version of how the Court defined the Class. The original version is available in Paragraph 53 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge's family and staff; (2) Directors and officers of Eye Physicians; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Breach Incident.

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

**AVAILABLE BENEFITS**

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

**Credit Monitoring Services.** In addition to electing a Cash Payment, you are eligible to enroll in two years of Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance.

**Cash Payment Options:**

**Documented Ordinary Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach Incident, you may submit a timely and valid Claim Form and provide supporting documentation for up to **\$2,000.00**, including up to three (3) hours at \$25 per hour for time spent remediating issues related to the Data Breach Incident. The losses must have occurred between November 5, 2023, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses incurred as a result of the Incident like: bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between November 5, 2023 and the date of the Claim Form Deadline.

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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]

***Connell v. Eye Physicians of Central Florida, P.L.C.***

Case No. 2023-CA-017660-O

Circuit Court for Orange County, Florida

**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source. Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

•

**Documented Extraordinary Losses.** If you incurred actual, documented unreimbursed monetary loss due to fraud or identity theft due to the Data Breach Incident, and the loss is not already covered by one or more of the reimbursement categories in Ordinary Losses and you made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance, you may submit a timely and valid Claim Form and provide supporting documentation for up to \$7,500.00.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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: Eye Physicians Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number].

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**

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

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

Eye Physicians Data Breach Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). You must submit online, mail, or email your Claim Form by [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]**

**Connell v. Eye Physicians of Central Florida, P.L.C.**

Case No. 2023-CA-017660-O

Circuit Court for Orange County, Florida

**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**VI. ATTESTATION & SIGNATURE**

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

# EXHIBIT 4

**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

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,  
CERTIFYING SETTLEMENT CLASS, AND  
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiff’s 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 “Eye Physicians”) for damages allegedly suffered by Plaintiff and the putative 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 Plaintiff’s 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.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (c) Settlement Class Members who submit a valid request for Exclusion prior to the Opt-Out Deadline; and (d) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting criminal activity leading to the Data Breach Incident or who pleads *nolo contendere* to any such charge.

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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 Plaintiff’s 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.

Plaintiff's 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, Plaintiff's 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.

IT IS SO ORDERED this the \_\_\_\_ day of \_\_\_\_\_, 2026.

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HON.  
JUDGE, CIRCUIT COURT

# Eye Physicians- Settlement Agreement

Final Audit Report

2026-01-23

Created:	2026-01-20
By:	Sameer Ahmad (sameer@jibraellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1GI582zjaiMhMUFxAKk1YOLJfKxrA1Vt

## "Eye Physicians- Settlement Agreement" History

-  Document created by Sameer Ahmad (sameer@jibraellaw.com)  
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-  Document emailed to Alisa Connell (diamondlady0103@yahoo.com) for signature  
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-  Email viewed by Alisa Connell (diamondlady0103@yahoo.com)  
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-  Email viewed by Alisa Connell (diamondlady0103@yahoo.com)  
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-  Document e-signed by Alisa Connell (diamondlady0103@yahoo.com)  
Signature Date: 2026-01-22 - 8:18:15 PM GMT - Time Source: server
-  Document emailed to Jibrael Hindi (jibrael@jibraellaw.com) for signature  
2026-01-22 - 8:18:20 PM GMT
-  Email viewed by Jibrael Hindi (jibrael@jibraellaw.com)  
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-  Document e-signed by Jibrael Hindi (jibrael@jibraellaw.com)  
Signature Date: 2026-01-23 - 12:57:42 PM GMT - Time Source: server
-  Agreement completed.  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Eye Physicians of Central Florida Settlement Ends Class Action Lawsuit Over Nov. 2023 Data Breach](#)

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