IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **CACE26013729** DIVISION: **05** JUDGE: **Bidwill, Martin J (05)**

Brenda Gibson

Plaintiff(s) / Petitioner(s)

v.

Picis Clinical Solutions, Inc.

Defendant(s) / Respondent(s)

_____/

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission or finding of fault or liability

by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

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

> All individuals whose Private Information was accessed and/or acquired by an unauthorized party in the Data Breach.

5. Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

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

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

8. For purposes of settlement only, the Court finds and determines that Plaintiff will fairly and

adequately represent the interests of the Settlement Class in the Action, and appoints her as the Class Representative, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Mariya Weekes of Milberg, PLLC, and Tonyia J. Johnson of Shamis & Gentile, P.A.

9. The Parties have selected RG/2 Claims Administration LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints RG/2 Claims Administration LLC and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. Within 5 days after the date of this Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator, as required by the Settlement Agreement.

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

12. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement. The Settlement Administrator shall commence the Notice Program within 20 days following entry of this Order and shall complete the Notice Program no later than 45 days before the initial date set for the Final Approval Hearing, as set forth in the Settlement Agreement.

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

judgment approving the Settlement.

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

15. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file and mail any objections pursuant to the requirements set forth in the Settlement Agreement and Long Form Notice. To be considered by the Court, objections must strictly comply with those requirements or they will not be considered by the Court.

16. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be filed or postmarked no later than the Objection Deadline.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Final Approval Hearing will be held in person at the Broward County Courthouse, 201 SE 6th Street, Fort Lauderdale, FL 33301, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without

further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

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

Deadline to provide Settlement Class List to Settlement Administrator	Within 5 days of Preliminary Approval Order
Deadline to commence Notice Program	Within 20 days of Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	**To be set by a separate notice of hearing**

19. The Court stays all proceedings in this Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Approval Order.

DONE AND ORDERED in Chambers at Broward County, Florida on 21st day of September, 2026.



CACE26013729 09-21-2026 3:33 PM
Hon. Martin Bidwill
CIRCUIT COURT JUDGE
Electronically Signed by Martin Bidwill

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