

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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

Plaintiff Robert Morris ("Plaintiff"), individually and on behalf of all others similarly situated ("Settlement Class"), and Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties") have entered into a Class Action Settlement Agreement and Release ("Settlement Agreement"), resolving the above-captioned Action,¹ subject to this Court's approval, and having reviewed the Plaintiff's Motion for Preliminary Approval, the record in this case, and the Settlement Agreement, it is hereby

ADJUDGED and **ADJUDICATED** as follows:

1. Plaintiff is a customer of Revival Animal Health, Inc. ("Revival"), a merchant that uses Defendant's e-commerce platform to enable its customers to place online orders for pet medication.
2. Plaintiff alleges that on or about October 19, 2023, he received written notice ("Notice of Breach") from Revival that Defendant had been the target of a cybersecurity incident

¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

(“Data Incident”), which may have resulted in the compromise of his name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”).

3. On January 8, 2024, Plaintiff filed a putative class action (“Complaint”) in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, alleging that Defendant failed to adequately safeguard his and other customers’ Personal Information. Plaintiff sought monetary, declaratory, and equitable relief in the Action.

4. Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and filed a motion to dismiss. After the filing of the motion to dismiss, the Parties agreed to discuss a potential resolution of the matter.

5. The Parties engaged the services of Bennett G. Picker of Stradley Ronon Stevens & Young, LLP—an experienced mediator with knowledge of relevant laws implicated in a data-privacy class action. After a productive mediation on November 13, 2024, the Parties agreed to the terms of the Settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter.

6. Plaintiff and his counsel (hereinafter, “Class Counsel”) believe strongly in the merits of Plaintiff’s claims and ability to move forward in this Action; however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, they concluded that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class.

7. Defendant indicated its intent to contest every claim in the Action and maintains that it has consistently acted in accordance with governing laws, but considering the expenses that would be necessary to defend the litigation and the benefits of final resolution, concluded that its

interests are best served by settling the Action on the terms and conditions in the Settlement Agreement.

8. The Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Action fully, finally, and forever on behalf of all Settlement Class Members and for the Released Claims in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Action and upon Final Approval of the Court.

9. The Court having considered the Settlement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, hereby **ORDERS** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

10. The terms defined in the Class Settlement Agreement shall have the same meaning in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

11. Having made the findings set forth below, the Court conditionally certifies the following class for Settlement purposes only under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2):

All customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

The Settlement Class is estimated to contain as many as 82,893 members. Excluded from the Settlement Class are: (1) the Judge presiding over the Action, Class Counsel, and members of their families; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any

entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit an Opt-Out Request prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

12. For Settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Rule 1.220 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel will fairly and adequately represent the interests of each Settlement Class Member; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

13. The Court further finds that the conduct giving rise to Plaintiff's claim occurred in or emanated from this state. *See Fla. Stat. § 768.734(b)(2).*

14. The Court hereby appoints Plaintiff, Robert Morris, as Class Representative.

15. The Court hereby appoints Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel.

II. PRELIMINARY APPROVAL

16. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Settlement Administration and are subject to further and final consideration at the Final Approval Hearing provided for below.

17. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Parties and the Settlement Class.

18. As provided for in the Settlement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for Settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for Settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

19. The Court appoints RG/2 Claims Administration, LLC as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

20. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in Paragraphs 9(A), 13, 14, and 15 of the Settlement Agreement, and the Notices. The Court finds that providing notification via email or direct mail notification in manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves the form and content of the Email Notice, Postcard Notice, and Long Form Notice in the forms attached as Exhibits 2, 3, and 4, respectively, to Settlement Agreement.

21. The Parties are ordered to give notice to all Settlement Class Members. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

IV. OPTING-OUT FROM THE SETTLEMENT CLASS

22. Each person wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Settlement Administrator.

23. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt-out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 30 days before the initial scheduled Final Approval Hearing ("Opt-Out Deadline").

24. A request to opt-out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member.

25. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for to opt-out will be invalid.

26. All members of the Settlement Class who submit valid, timely notices of their intent to opt-out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement.

27. All persons falling within the definition of the Settlement Class who do not request to opt-out of the Settlement Class in the manner described in this paragraph shall be bound by the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

V. OBJECTIONS

28. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument.

29. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, and email address; (c) the Settlement Class Member's original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years.

30. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar numbers.

31. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to

object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

32. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section V. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon Final Approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

VI. THE FINAL APPROVAL HEARING

33. The Court will hold a Final Approval Hearing on **October 1, 2025, at 9:30 a.m.** via Zoom² to consider: (a) whether certification of the Settlement Class for Settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Class Representative's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

² The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.

34. Plaintiff and Class Counsel will file the Motion for Final Approval, which shall include the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the initial scheduled Final Approval Hearing.

35. The related time deadlines for events in this Action are:

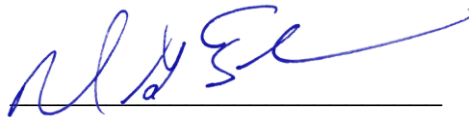
<u>Event</u>	<u>Timing</u>
Class List Date (Defendant to send to Settlement Administrator)	10 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval
Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Award)	45 days before original date set for Final Approval Hearing
Objection Deadline	30 days before original date set for Final Approval Hearing
Opt-Out Deadline	30 days before original date set for Final Approval Hearing
Claims Period/Claims Deadline	120 days after Preliminary Approval
Final Approval Hearing	October 1, 2025, at 9:30 a.m. via Zoom

36. All proceedings in the Action other than those related to approval of the Settlement Agreement are stayed pending entry of the Final Order and Judgment.

37. Any actions brought by Settlement Class Members concerning the Released Claims are stayed or enjoined, pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED, in Chambers, in Lake County, Florida.

Dated: May 29, 2025


Michael Takac
Circuit Judge

Copy furnished to all parties and/or counsel registered in the Florida Court's E-Portal.