

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

DEANNA NEWBERRY, MATTHEW
and ANDY SHUTTLEWORTH,
individually, and on behalf of all
others similarly situated,

CASE NO. CACE25010397

Plaintiffs,

v.

ONEBLOOD, INC.,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a Florida non-profit corporation that provides blood and blood products to hundreds of hospitals throughout Florida and the southeastern United States.

2. In the course of its business operations and for the purpose of delivering its products and services, Defendant collects and maintains personal information from certain individuals, including its employees and donors.

3. On or about July 28, 2024, Defendant discovered that it was the victim of a ransomware attack by criminal actors. It undertook a comprehensive investigation which

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

determined that the criminal actors unlawfully accessed its computer network between July 14, and July 29, 2024, and gained access or potential access to Private Information of a total of 167,400 individuals.

4. Defendant provided written notice of the Data Incident to all affected individuals on January 9, 2025. The written notice provided individuals with information about the compromise or potential compromise of their Private Information and the opportunity to enroll in credit monitoring and identity theft protection services at no cost to them. As a result, commencing on January 18, 2025, a number of lawsuits were filed against the Defendant relating to the Data Incident. Plaintiffs' counsel in those actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class of individuals impacted in the Data Incident.

5. Shortly thereafter, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with mediator J. Joaquin Fraxedas, Esq.

6. In advance of mediation, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

7. The Parties participated in mediation on July 10, 2025. After arms-length negotiations between experienced counsel, the Parties reach agreement on the materials terms of this classwide Settlement. During the negotiations, the Parties decided that venue was proper in this Court.

8. Consequently, Plaintiffs dismissed their respective actions and filed this Action.

The Complaint alleges claims against Defendant for negligence, negligence *per se*, breach of implied contract, invasion of privacy, and unjust enrichment on behalf of a national class.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, 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 or claims asserted in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and 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 entitled: *Deanna Newberry, et al. v*

OneBlood, Inc., Case No. CACE25010397 pending in the 17th Judicial Circuit in and for Broward County, Florida.

11. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

12. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking Class Counsel’s Attorney’s Fees and Costs and Service Awards for the Class Representatives.

13. **“Attorneys’ Fees and Costs”** means the attorneys’ fees, expenses, and costs reasonably incurred by Class Counsel in prosecuting the Action, as approved by the Court upon motion by Class Counsel, which shall not exceed \$450,000 in total. Such amounts may include, without limitation, court filing fees, transcript costs, expert and consultant fees, legal research charges, travel expenses, mediation fees, and other litigation-related costs.

14. **“Cash Payment”** means the compensation paid to Settlement Class Members who submit valid Claims for either Cash Payment A or Cash Payment B under Section IV herein.

15. **“Cash Payment A – Documented Losses”** means up to \$2,500.00 in cash compensation that Settlement Class Members with documented, unreimbursed out-of-pocket costs or financial losses that were reasonably and proximately caused by the Data Breach may elect under the Settlement.

16. **“Cash Payment B – Alternate Cash”** means \$60.00 in cash compensation that Settlement Class Members may elect under the Settlement in lieu of any claim for Cash Payment A – Documented Losses.

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

18. **“Claimant”** means an individual who submits a Claim Form for Settlement Class

Member Benefits to the Settlement Administrator.

19. “**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.

20. “**Claim Form Deadline**” shall be 90 days from the date Notice is sent to the Settlement Class, and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

21. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

22. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC.

23. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current addresses.

24. “**Class Representatives**” means the Plaintiffs the Court approves as representatives of the Settlement Class.

25. “**Complaint**” means the Class Action Complaint filed in this Action.

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

27. “**Data Incident**” means the cybersecurity incident involving the Defendant that

occurred in July 2024, and related notice issued by Defendant which is the subject of the Complaint and is described in paragraphs 3 and 4 of this Agreement.

28. “**Defendant**” means OneBlood, Inc., the defendant in the Action.

29. “**Defendant’s Counsel**” means David A. Cole of Freeman Mathis & Gary LLP.

30. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, 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.

31. “**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.

32. “**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.

33. “**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 to the Motion for Final Approval.

34. “**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.

35. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel

shall file with the Court, subject to prior review and approval by Defendant's Counsel, seeking Final Approval of the Settlement.

36. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the Court, subject to prior review and approval by Defendant's Counsel, seeking Preliminary Approval of the Settlement.

37. **"Notice"** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

38. **"Notice Program"** means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

40. **"Objection Deadline"** means 30 days before the initial scheduled Final Approval Hearing.

41. **"Opt-Out Deadline"** means 30 days before the initial scheduled Final Approval Hearing.

42. **"Party"** means either Plaintiffs or Defendant, and **"Parties"** means Plaintiffs and Defendant collectively.

43. **"Plaintiffs"** means Deanna Newberry, Matthew Henderson, Candy Stallworth, and Andy Shuttleworth

44. **"Postcard Notice"** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be mailed to those Settlement Class Members for whom mailing addresses are provided on the Class List.

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

46. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached to the Motion for Preliminary Approval.

47. **“Private Information”** means the personal information of individuals that Defendant identified as being compromised or potentially compromised by the Data Incident, including, but not limited to, name, date of birth, payment card information, Social Security number, diagnosis or clinical information, medical history, mental or physical condition information, prescription information, medical treatment or procedure information, health insurance information and/or policy number, medical record number, patient account number, medical provider name, dates of service, and Medicaid and/or Medicare number.

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

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

50. **“Released Parties”** means Defendant and each entity which is controlled by,

controlling, or under common control with Defendant as well as each of its and their respective 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, and attorneys, and all their respective predecessors, successors, managers, administrators, executors, and trustees.

51. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

52. **“Service Awards”** means the monetary payments, if any, to be made to the Class Representatives in recognition of their time, effort, and risks undertaken in serving as representatives of the Settlement Class, as approved by the Court upon motion by Class Counsel, which shall not exceed \$1,500 for each named Plaintiff..

53. **“Settlement Administrator”** means Kroll Settlement Administration LLC or Kroll, the third-party notice and claims administrator jointly selected by the Parties.

54. **“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.

55. **“Settlement Cap”** means Defendant’s maximum total financial obligation under this Settlement, which shall not exceed \$1,000,000.00 in the aggregate. This Settlement Cap includes and encompasses all (i) Cash Payments to Settlement Class Members, (ii) Settlement Administration Costs, (iii) any Service Awards approved by the Court, and (iv) any Attorneys’ Fees and Costs awarded by the Court. Under no circumstances shall Defendant be required to pay more than the Settlement Cap in connection with this Settlement.

56. **“Settlement Class”** means all individuals whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

57. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

58. **“Settlement Class Member Benefits”** means the Cash Payment that Settlement Class Members may elect in the Settlement.

59. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 90 days after Final Approval.

60. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement

Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

61. In the Motion for Preliminary Approval, Plaintiffs 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. Plaintiffs and 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

62. Defendant has agreed to pay the following up to the Settlement Cap: Settlement Administration Costs, Cash Payments to Settlement Class Members, Attorneys' Fees and Costs, and Service Awards. Notwithstanding the foregoing and any other provision of this Agreement, Defendant's total financial obligation under this Settlement shall not exceed the Settlement Cap. If the aggregate amount of approved Cash Payments to Settlement Class Members, when combined with the other amounts payable under this Agreement, would exceed the Settlement Cap, then the Cash Payments to Settlement Class Members shall be reduced on a pro rata basis so that the total amount paid by Defendant under this Settlement does not exceed the Settlement Cap.

63. ***Cash Payments*** - Settlement Class Members must submit a Valid Claim to the

Settlement Administrator to receive a Cash Payment. Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash and may not make a claim under both categories. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,500.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Reimbursable losses shall be defined as bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the breach. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their

Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to and in lieu of any Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which shall be a one-time cash payment of \$60.00.

64. ***Business Practice Commitments*** – Following Preliminary Approval, Defendant will provide Class Counsel with a confidential written description explaining the security improvements made for the benefit of the Settlement Class and other future donors since the Data Incident.

65. ***Settlement Administration Costs*** - Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

V. Settlement Approval

66. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which 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 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 Jeff Ostrow and Mariya Weekes as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action 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, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

67. The Parties agree that, subject to Court approval, Kroll 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.

68. 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.

69. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and 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 Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important

information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, 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 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, the value of the Valid Claims submitted to date, 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 funds necessary to pay Valid Claims for Cash Payments;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and

1. Any other Settlement administration function at the instruction of 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

70. Defendant will make available to the Settlement Administrator the Class List no later than five 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.

71. Within 15 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

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

73. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline; the Objection Deadline; 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. 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.

74. 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.

75. The Long Form Notice shall include a description of the 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 before the Opt-Out Deadline 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.

76. The Long Form Notice shall also include a description of the 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 Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself 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.

77. 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 Award;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel

and/or counsel's law firm have objected to a class action settlement within the preceding five years;

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

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

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

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Form Process and Disbursement of Cash Payments

78. The Notices 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.

79. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by printing a copy of the Claim Form and mailing it to the Settlement Administrator at the address designated on the Claim Form.

80. 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.

81. 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.

82. 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.

83. 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 Class Counsel otherwise agree.

84. 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 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.

85. 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. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

86. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 14 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 21 days of the invoice.

88. No later than 60 days of the Effective date, the Settlement Administrator shall distribute the Cash Payments.

89. 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 30 days after the Effective Date to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 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 Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

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

IX. Final Approval Order and Final Judgment

91. Plaintiffs 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 initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' 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.

92. 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, Plaintiffs, 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

93. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 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 Class Counsel within 30 days of the Effective Date.

94. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of \$450,000, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. 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 Class Counsel within 30 days of the Effective Date.

95. This Settlement is not contingent on approval of the request for Attorneys' Fees and Costs or Service Awards, and if the Court denies any or all of the requests or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Attorney's Fees and Costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

96. 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 federal law, state law, or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). 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.

97. 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.

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

XII. Termination of Settlement

99. 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.

100. 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.

101. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

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

103. In the event the Settlement is terminated in accordance with the provisions of this

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

XIV. No Admission of Liability

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

105. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

106. 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.

107. 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 Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

108. 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

109. ***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. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall

this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

110. ***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.

111. ***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.

112. ***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.

113. ***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.

114. ***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, except as provided for herein.

115. ***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.

116. ***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.

117. ***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.

118. ***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.

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

If to Plaintiffs or Class Counsel:

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

Mariya Weekes
**Milberg Coleman Bryson
Phillips & Grossman PLLC**
201 Sevilla Avenue, Ste. 200
Coral Gables, FL 33134
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

David A. Cole
Freeman Mathis & Gary LLP
1000 Galleria Parkway, Suite 1600
Atlanta, GA 30339
david.cole@fmglaw.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.

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

121. ***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.

122. ***Authority.*** Class Counsel (for the Plaintiffs 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 Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

123. *Agreement Mutually Prepared.* Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

124. *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 Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

125. ***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.

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Jeffrey Ostrow

Jeffrey Ostrow (Aug 19, 2025 18:33:29 CDT)

JEFF OSTROW

KOPELOWITZ OSTROW P.A.

Mariya Weekes

Mariya Weekes (Aug 19, 2025 18:55:46 EDT)

MARIYA WEEKES

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN PLLC

ONEBLOOD, INC.

George H. Scholl

George H. Scholl (Aug 20, 2025 03:27:27 EDT)

By: George H. Scholl

Its CEO

COUNSEL FOR ONEBLOOD, INC.

David Cole

David Cole (Aug 20, 2025 10:54:37 EDT)

DAVID A. COLE

FREEMAN MATHIS & GARY LLP

EXHIBIT 1
(POSTCARD NOTICE)

<Mailing caption>

c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

LEGAL NOTICE

Deanna Newberry, et al. v OneBlood, Inc,
Case No. [REDACTED]

If You Are An Individual Whose Private
Information Was Compromised By The Data
Incident And To Whom Defendant Provided
Written Notification Of The Data Incident,
You Are Eligible to Receive a Settlement
Class Member Benefit from a Class Action
Settlement

www.website.com

<<Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed Settlement has been reached in a class action lawsuit: *Deanna Newberry, et al. v OneBlood, Inc.*, Case No. CACE25010397 filed in the 17th Judicial Circuit in and for Broward County, Florida.

What is this Action about? The people who sued are called the Plaintiffs or Class Representatives and the company they sued, OneBlood, Inc. is known as the Defendant. Through the Action, the Plaintiffs allege that Defendant experienced a cybersecurity incident that took place between July 14, and July 29, 2024, wherein a third party unlawfully accessed Defendant's computer network and gained access or potential access to Private Information certain past or present employees or donors.

Who is a Settlement Class Member? You are affected by the Settlement and potentially a Settlement Class Member if you are an individual whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

What does the Settlement provide? The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses **up to \$2,500**; OR (b) Cash Payment B – Alternate Cash Payment of **\$60**.

How to make a Claim? You must file a Claim Form by mail **postmarked by <Claim Form Deadline>**, and mailed to the Settlement Administrator's address below, or online at **www.website.com** by **<Claim Form Deadline>**, to receive a Cash Payment from the Settlement. **TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://www.website.com).**

What are my other rights?

- **Do nothing:** If you do nothing, you will not receive a Settlement Class Member Benefit and remain in the Settlement. You give up your rights to sue Defendant or any other Released Parties related to the Action.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue Defendant related to the Action, but you will not receive a Cash Payment from the Settlement. You must submit a valid and timely request to opt-out to the Settlement Administrator by **<Opt-Out Deadline>**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement or parts of it should not be approved. Your written objection must be submitted by **<Opt-Out Deadline>**. You may also request to appear at the Final Approval Hearing. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found on the Long Form Notice found on the Settlement Website available at **www.website.com**.

The Court will hold the Final Approval Hearing on **<Date> at <TIME> ET**, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Class Counsel's request for Attorney's Fees and Costs of \$450,000, and a Service Award of \$1,500 to the each of the Class Representatives, to be paid by or on behalf of the Defendant, and to consider whether and if it should be approved. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. You may attend the hearing, but you don't have to.

More information: For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form and other documents, or to change or update your contact information, visit the Settlement Website at **www.website.com**, or call toll-free **(XXX) XXX-XXXX**. You may also contact the Settlement Administrator at **<Mailing caption>**, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

Need More Information? Visit **www.website.com** or call toll-free **(XXX) XXX-XXXX**.

Postage
Required

<Mailing caption>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side.

****THIS NOTICE IS NOT A CLAIM FORM****

DO NOT USE THIS POSTCARD TO FILE A CLAIM, OPT-OUT OR OBJECT.

Name: _____
First Name M.I. Last Name

Street Address: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ @ _____

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

17th Judicial Circuit in and for Broward County, Florida

Deanna Newberry, et al. v OneBlood, Inc

Case No. CACE25010397

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are An Individual Whose Private Information Was Compromised By The Data Incident And To Whom Defendant Provided Written Notification of The Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement

- A Court authorized this Notice to those that are eligible to receive Settlement Class Member Benefits from a proposed class action Settlement. The Action is titled *Deanna Newberry, et al. v OneBlood, Inc*, Case No. CACE25010397 and is pending in the 17th Judicial Circuit in and for Broward County, Florida. The person that filed the class action lawsuit is called Plaintiffs or Class Representatives and the company they sued is OneBlood, Inc. (or Defendant). Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All individuals whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Cash Payments:

- ❖ **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for **up to \$2,500** per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident;

OR

- ❖ **Cash Payment B - Alternate Cash:** Settlement Class Members may elect a **\$60** Cash Payment.

In the event the total of all Cash Payments is more than \$1,000,000, all Cash Payments will be reduced *pro rata*, or an equal percentage basis, between all Settlement Class Members. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

- To obtain more information visit www.website.com or call (XXX) XXX-XXXX.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before <<Claim Form Deadline>> .
Exclude Yourself by Opting-Out of the Settlement Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Deadline>> .
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> at [TIME] ET, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>> .
Do Nothing	You will not receive any Settlement Class Member Benefit from this class action Settlement, but will remain a Settlement Class Member and be bound by the Releases.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information	4
Who is in the Settlement	4
The Settlement Class Member Benefits—What You Get if You Qualify	5
How Do You Submit a Claim	6
Excluding Yourself from the Settlement	7
Objecting to the Settlement	7
The Lawyers Representing You	9
The Court’s Final Approval Hearing	9
If You Do Nothing	10
Additional Information	10

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Keathen B. Frink of the 17th Judicial Circuit in and for Broward County, Florida is overseeing this case captioned as *Deanna Newberry, et al. v OneBlood, Inc.*, Case No. CACE25010397. The people who brought the lawsuit are called the Class Representatives. The company being sued, OneBlood, Inc., is called the Defendant.

2. What is the Action about?

The Action alleges on or about July 28, 2024, Defendant became aware of a cybersecurity incident that took place between July 14, and July 29, 2024, wherein a third party unlawfully accessed Defendant's computer network and gained access or potential access to Private Information of certain past or present employees or donors of Defendant.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff and (d) any Settlement Class Member who timely and validly requests to opt-out from

Questions? Go to www.website.com or call (XXX) XXX-XXXX

the Settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one of the following Settlement Class Member Benefits:

- a) **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to \$2,500 per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident;
- To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A – Documented Losses on the Claim Form attesting under penalty of perjury to having incurred documented losses.
 - Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a Claim for expenses paid.
 - *Reimbursable losses shall be defined as:* bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the Data Incident.
 - Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided

in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

- If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

OR

- b) **Cash Payment B - Alternate Cash:** In lieu of any payment under Cash Payment A – Documented Losses, Settlement Class Members may elect a \$60 alternative cash payment.

In the event the total of all Cash Payments is more than \$1,000,000, all Cash Payments will be reduced *pro rata*, or an equal percentage basis, between all Settlement Class Members. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to <Mailing Caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claim Form Deadline>> or by mail postmarked by <<Claim Form Deadline>>.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://www.website.com)

10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement Class Member Benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the Settlement?

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident and the related notice by Defendant. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, and each entity which is controlled by, controlling or under common control with Defendant and their respective 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, predecessors, successors, managers, administrators, executors,

and trustees, and any other person acting on Defendant's behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XI of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting-out" of the Settlement Class.

12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the Settlement. The request to opt-out 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 the Settlement Agreement even if he or she does not submit a Claim Form. You must mail your request to opt-out to the Settlement Administrator **postmarked by <<Opt-Out Deadline>>**, to:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys' Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, postmarked by **no later than <<Objection Deadline>>**.

Defendant's Counsel	Class Counsel
<p>David A. Cole Freeman Mathis & Gary LLP 1000 Galleria Parkway, Suite 1600 Atlanta, GA 30339 david.cole@fmglaw.com</p>	<p>Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com</p> <p>Mariya Weekes Milberg Coleman Bryson Phillips Grossman PLLC 201 Sevilla Avenue, Ste. 200 Coral Gables, FL 33134 mweekes@milberg.com</p>
Clerk of the Court	Settlement Administrator
<p>Broward County Clerk of Courts Broward County Courthouse 201 SE 6th Street Fort Lauderdale, FL 33301</p>	<p><Mailing Caption> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150-XXXX</p>

For an objection to be considered by the Court, the objection must include all of the following:

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iii) 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;
- iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- v) 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;
- vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at

- the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs of \$450,000, to be paid by or on behalf of the Defendant. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500 per named Plaintiff, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits..

Any Attorneys Fees and Costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> ET, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on Class Counsel's requests for Attorneys' Fees and Costs and for Service Awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than <<end of the Objection Period>>**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Class Member Benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.website.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(XXX) XXX-XXXX**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(XXX) XXX-XXXX** or at the Contact page of the Settlement Website:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

EXHIBIT 3
(CLAIM FORM)

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Your Claim must
be submitted
online or
postmarked by:
<<Claim Form
Deadline>>

CLAIM FORM FOR ONEBLOOD DATA INCIDENT ACTION

Deanna Newberry, et al. v OneBlood, Inc

Case No. CACE 250101397

United States District Court for the Western District of Texas

ONEBLOOD-
C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are an individual whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.Website.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Form Deadline>>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

<Mailing Caption>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Cash Payments:

- ❖ **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for **up to \$2,500** per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident;

OR

- ❖ **Cash Payment B - Alternate Cash:** Settlement Class Members may elect a **\$60** Cash Payment.

In the event the total of all Cash Payments is more than \$1,000,000, Cash Payments will be reduced *pro rata* between all Settlement Class Members. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Class Member Benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____ @ _____

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify if you are an individual whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice:

Class Member ID: 0 0 0 0 0 _____

IV. CASH PAYMENT A - DOCUMENTED LOSSES

All Settlement Class Members may submit a Claim for a Cash Payment for up to \$2,500 per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident.

- *Reimbursable losses shall be defined as:* bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the Data Incident.
- Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.
 - i. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Documentation supporting documented losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member 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 to other submitted documentation

You must have documented ordinary losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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V. CASH PAYMENT B – ALTERNATE CASH

Instead of Cash Payment A – Documented Losses, Settlement Class Members may elect a \$60 Cash Payment.

☐ Yes, I choose a \$60 Alternate Cash payment. **You may NOT submit a Claim for Cash Payment A – Documented Losses above.**

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____/_____/_____
Date

Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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