

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

CASE NO. CACE26011734 DIVISION: 09 JUDGE: Levenson, Jeffrey R (09)

Allison Archer, et al

Plaintiff(s) / Petitioner(s)

v.

Pillsbury Winthrop Shaw Pittman, LLP

Defendant(s) / Respondent(s)

_____/

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

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

NOW, THEREFORE, having reviewed the Agreement and considered the submissions of the Parties, the files, records, and proceedings in this Action, and the statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.
3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. This preliminary approval does not constitute, and shall not be construed as, an

admission by the Defendant of any fault, liability, wrongdoing, or violation of the law, nor does it constitute a finding as to the validity of any claims asserted in the Action. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

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

All living individuals residing in the United States who were provided notice that their Private Information may have been accessed in connection with the Data Incident.

Excluded from the Settlement Class are (a) all persons who are partners, directors, officers, and agents 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 submits a timely and valid opt-out request from the Settlement.

5. The Court preliminarily finds that the proposed Settlement is fair, adequate, and reasonable and warrants dissemination of Notice to the Settlement Class and a Final Approval Hearing. In reaching this conclusion, the Court has considered several factors, including: (a) the complexity, expense, and likely duration of the litigation; (b) the reaction of the Settlement Class to the proposed Settlement to the extent known at this stage of the proceedings; (c) the stage of the proceedings and the extent of discovery completed; (d) the risks of establishing liability and damages; (e) the risk of maintaining class certification through trial; (f) the ability of the Defendant to withstand a greater judgment; and (g) the reasonableness of the Settlement in light of the best recovery and the risks, costs, and uncertainties of continued litigation.

6. The Court preliminarily finds, for purposes of settlement only, that the Settlement Class is expected to satisfy the requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3). Specifically, the Court finds that: (a) the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of Settlement Class Members; (d) the Plaintiffs are adequate representatives for

the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

7. For purposes of settlement only, the Court finds that Plaintiffs will fairly and adequately represent the interests of the Settlement Class and are suitable to serve as Class Representatives. Accordingly, the Court preliminarily appoints Plaintiffs as Class Representatives and the following attorneys as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

8. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris as the Settlement Administrator and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

9. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the proposed Notices and Notice Program constitute the most practicable notice under the circumstances, are reasonably calculated to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights to object or exclude themselves from the Settlement. The Court further finds that the Notices and Notice Program are reasonable and provide due, adequate, and sufficient notice to the Settlement Class.

10. The Court has carefully reviewed and hereby approves the Notices as to form and content. The Parties' counsel may make immaterial modifications as they deem necessary. The Court directs that the Notice Program be implemented as outlined in the Agreement.

11. Any Settlement Class Member who wishes to opt out of the Settlement and be excluded must submit a timely and valid request at any time before the Opt-Out Deadline, as set forth in the Agreement and the Notices. The process to opt out is set forth in the Agreement and in the Notices. Settlement Class Members who opt out shall have no rights under the Settlement, shall not share in any

Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order.

12. Any Settlement Class Member who does not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement, shall be bound by any Final Approval Order and Final Judgment entered, regardless of whether that Settlement Class Member received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, all such Settlement Class Members shall be deemed to have released the Released Claims and shall be permanently barred and enjoined from asserting any Released Claim against any Released Party, as those terms are defined in the Agreement.

13. Settlement Class Members who wish to object to the Settlement or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards shall submit a timely objection pursuant to the requirements set forth in the Agreement, the Notices, and this Order. To be considered by the Court, any objection must include the following information or it will be overruled by the Court:

- a. the case name and case number;
- b. the objector's full name, mailing address, telephone number, and email address;
- c. a statement of all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the 5 years preceding the filing of the objection, the caption of each such case, and copies of any orders related to or ruling on those objections;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- f. the number of times the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the filing of the objection, the caption of each such case and copies of any orders related to or ruling upon those objections;

- g. whether the objector or objector's counsel will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and
- j. the objector's signature (an attorney's signature is not sufficient).

14. Objections to the Settlement or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (15 days before the initial scheduled Final Approval Hearing), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. Class Counsel or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

16. Failure to strictly comply with these requirements will result in an objection being overruled on procedural grounds without regard to consideration of the merits of the objection.

17. If a Settlement Class Member opts-out and also objects to the Settlement, regardless of which was submitted first, the opt-out will take priority, the Settlement Class Member will be excluded from the Settlement, and the objection will not be considered by the Court.

18. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th St, Fort Lauderdale, Florida 33301, or virtually by Zoom or some other video platform. The date and time of the Final Approval Hearing will be set forth in a Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair,

reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve any Service Award to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

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

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	15 days before the initial scheduled Final Approval Hearing
Objection Deadline	15 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	To be scheduled no less than 110 days from the date of this order. The hearing will be noticed by Plaintiffs by separate notice of hearing.

20. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in Chambers at Broward County, Florida on 3rd day of September, 2026.


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Hon. Jeffrey Levenson

CIRCUIT COURT JUDGE

Electronically Signed by Jeffrey Levenson

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