

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

ALLISON ARCHER, MARTIN
CHAVERIA-HERNANDEZ, and
FREDERICO REYES, individually and
on behalf of all others similarly situated,

CASE NO.: CACE-26-011734

Plaintiffs,

v.

PILLSBURY WITHROP SHAW
PITTMAN LLP,

Defendant.

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs Allison Archer, Martin Chaveria-Hernandez, and Frederico Reyes, individually and on behalf of the Settlement Class, and Defendant. Subject to the terms and conditions set forth herein and the Court's entry of the Final Approval Order, the Parties agree to fully and finally settle and release all claims asserted or that could have been asserted based on the facts alleged in the Action as provided by this Agreement.

I. Procedural History

1. Defendant is an international law firm that provides legal services to clients and maintains an office, practicing attorneys, and staff in Florida. In the ordinary course of providing those services, Defendant at times maintains confidential and personally identifiable information and protected health information pertaining to individuals related to legal matters.

2. In April 2025, Defendant was one of many law firms targeted by sophisticated social engineering attempts in a data security incident. While Defendant quickly detected and

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

blocked the activity, the unauthorized actor illegally accessed some of Defendant's documents during a short window of time.

3. Defendant notified impacted clients and reviewed the accessed documents for personal information. Thereafter, Defendant began notifying individuals who had Private Information impacted in the Data Incident.

4. After Defendant retained counsel, Plaintiffs' counsel conferred with Defendant's counsel regarding the potential for an early resolution. Consequently, before engaging in protracted, costly, and risky litigation, the Parties agreed to conserve resources and schedule a mediation to resolve the claims of all those impacted in the Data Incident. Accordingly, the Parties scheduled a mediation with experienced data breach class action mediator Robert A. Meyer, Esq. of JAMS.

5. In advance of mediation, Plaintiffs consulted with damage and liability experts, Defendant provided information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific categories of information impacted.

6. The Parties attended mediation on July 7, 2026, but no settlement was reached that day. With the assistance of the mediator and following the mediator's proposal as to settlement structure and terms, the Parties agreed to settle the case on a class-wide basis.

7. The Parties now agree to settle fully and finally all claims asserted in the Action, as well as any Released Claims (as defined herein) against Defendant and its clients, without any admission of liability, fault, or wrongdoing. Defendant enters into this Agreement solely to eliminate the burden, expense, uncertainty, and disruption associated with continued litigation and expressly denies all allegations asserted in the Complaint. Defendant agrees to personal

jurisdiction for purpose of settlement only. Nothing in this Agreement shall be construed as an admission of liability, wrongdoing, or the validity of any claim or defense. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Nothing in this Agreement shall be construed as a concession by either Party as to the merits of the claims asserted in the Complaint nor the defenses asserted thereto. The Parties intend for this Agreement to be binding upon Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and subject to approval by the Court, the Parties agree as follows:

II. Definitions

8. “**Action**” means the consolidated class action lawsuit titled: *Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP*, Case No. CACE-26-011734 (Fla. Cir. Ct., Broward Cnty.).

9. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement between Plaintiffs and Defendant, including all exhibits.

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

11. “**Attorneys’ Fees and Costs**” means the attorneys’ fees and/or costs awarded to Class Counsel by the Court consistent with the terms of this Agreement.

12. “**Cash Payment**” means Cash Payment for Documented Losses and Pro Rata Cash Payment.

13. “**Cash Payment for Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$3,000.00, that Settlement Class members who

incurred Documented Losses may Claim under the Settlement.

14. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

15. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

16. “**Claim Form Deadline**” means the date by which a Settlement Class Member must submit a Claim Form. The Claim Form Deadline shall be 15 days before the initially scheduled Final Approval Hearing.

17. “**Claimant**” means an individual who submits a Claim Form.

18. “**Claims Process**” means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

19. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., and Mariya Weekes of Milberg PLLC.

20. “**Class List**” means the list of Settlement Class Members’ names and available postal addresses and/or email addresses, if maintained by the Defendant, that Defendant shall prepare and provide to the Settlement Administrator.

21. “**Class Representatives**” means the Plaintiffs approved by the Court to serve as representatives of the Settlement Class.

22. “**Complaint**” means the Class Action Complaint filed by Plaintiffs in this Action.

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

24. **“Data Incident”** means the cybersecurity incident involving Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information in April 2025.

25. **“Day(s)”** means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

26. **“Defendant”** means Pillsbury Winthrop Shaw Pittman LLP, the defendant in this Action.

27. **“Defendant’s Counsel”** means Shook, Hardy & Bacon L.L.P., counsel for Defendant in this Action.

28. **“Documented Losses”** means actual, documented and unreimbursed monetary losses due to fraud or identity theft resulting directly from fraud or identity theft caused by the Data Incident, if the loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

29. **“Effective Date”** means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be 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, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval.

30. “**Email Notice**” means the email form of notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that may be sent by mail to the Settlement Class.

31. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

33. “**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.

34. “**Final Approval Order**” means the final order, substantially in the form attached hereto as *Exhibit 6*, that the Court enters granting Final Approval of the Settlement.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, 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.

36. “**Medical Data Monitoring**” means the Settlement Class Member Benefit consisting of one year of medical data monitoring that all Settlement Class Members who do not opt out of the Settlement will automatically receive.

37. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s

Application for Attorneys' Fees, Costs, and Service Awards.

38. **"Motion for Preliminary Approval"** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

39. **"Net Settlement Fund"** means the funds remaining in the Settlement Fund following payment of Settlement Administration Costs and any Court-approved Attorneys' Fees, Costs, and Service Awards.

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

41. **"Notice Program"** means the methods provided for in this Agreement that may be used to give notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice.

42. **"Notice of Deficiency"** means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim Form.

43. **"Objection Deadline"** means the date by which a Settlement Class Member must submit any objection to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards. The Objection Deadline shall be 15 days before the initial scheduled Final Approval Hearing.

44. **"Opt-Out Deadline"** means the date by which a Settlement Class Member must request exclusion from the Settlement. The Opt-Out Deadline shall be 15 days before the initial scheduled Final Approval Hearing.

45. **"Party"** means each of the Plaintiffs and Defendant, and **"Parties"** means Plaintiffs and Defendant, collectively.

46. **“Plaintiffs”** means Allison Archer, Martin Chaveria-Hernandez, and Frederico Reyes, the plaintiffs in the Action.

47. **“Postcard Notice”** means the postcard form of notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that may be sent by mail to the Settlement Class.

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

49. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

50. **“Private Information”** means some combination of names, dates of birth, addresses, Social Security numbers, drivers’ license numbers or other government-issued identification numbers, medical information, health insurance information, or financial account information.

51. **“Pro Rata Cash Payment”** means the Settlement Class Member Benefit consisting of a pro rata cash payment out of the Net Settlement Fund.

52. **“Publication Notice”** means the publication form of notice of the Settlement, that may be published by the Settlement Administrator or Defendant.

53. **“Releases”** means the releases and waiver set forth in the Agreement.

54. **“Released Claims”** means any and all past, present, and future claims and causes of action that result from or arise out of the Data Incident, the facts or circumstances leading to the Incident, or Defendant’s response thereto, including but not limited to any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality. The Releasing Parties shall be

forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident, the facts or circumstances leading to the Incident, or Defendant's response thereto.

55. **"Released Parties"** means (a) Defendant, including the partnership, and each of its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, brokers, contractors predecessors, successors, managers, administrators, executors, and trustees; (b) Defendant's clients impacted by the Data Incident; and (c) other entities impacted by the Data Incident, and their successors and assigns and any other person acting on Defendant's behalf. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

56. **"Releasing Parties"** means all putative Settlement Class Members and each of their respective past, present, and future heirs, predecessors, devisees, beneficiaries, conservators, executors, guardians, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

57. **"Settlement Administrator"** means Simpluris, Inc. or "Simpluris," unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

58. **“Service Awards”** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives.

59. **“Settlement Administration Costs”** means all reasonable costs and fees of the Settlement Administrator regarding Notice and settlement administration.

60. **“Settlement Class”** means 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 of the Settlement.

61. **“Settlement Class Member”** means any member of the Settlement Class.

62. **“Settlement Class Member Benefits”** means Cash Payment and Medical Data Monitoring.

63. **“Settlement Fund”** means the \$2,340,000.00 in cash that the Defendant shall fund or cause to be funded into the Escrow Account to be used to pay Settlement Administration Costs, Pro Rata Cash Payments, Medical Data Monitoring costs, and any Court-awarded Attorneys’ Fees and Costs, and Service Awards.

64. **“Settlement Value”** means (a) the available funds for Cash Payments for Documented Losses and (b) the Settlement Fund.

65. **“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 and

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 six months after Final Approval.

66. **“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; (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 after the Settlement Administrator confirms the accuracy of all information and documentation requested in the Claim Form. 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

67. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for settlement purposes only. Defendant agrees solely for purposes of this Agreement, and the implementation of a settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Effective Date for any reason does not occur, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to contest personal jurisdiction, or to object to any future requests to certify a class and, in such instance, the Action will continue as if the

Settlement Class was never certified. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, lawsuit, or proceeding of any kind.

IV. Settlement Consideration, Settlement Fund, and Escrow Account

68. ***Settlement Benefits.*** The Settlement includes the following benefits: (a) Pro Rata Cash Payments and Cash Payments for Documented Losses; (b) Medical Data Monitoring; (c) Settlement Administration Costs; and (d) any Court-approved Attorneys' Fees, Costs, and Service Awards. Pro Rata Cash Payments, Settlement Administration Costs, and Court-approved Attorneys' Fees, Costs, and Service Awards will be payable out of the Settlement Fund and Cash Payments for Documented Losses will be paid separately, subject to the limitations outlined below, by Defendant.

69. ***Initial Funding.*** Defendant shall fund, or cause to be funded, an initial payment of \$1,487,500.00 to the Escrow Account within 30 days after the later of: (i) entry of the Preliminary Approval Order, or (ii) Defendant's receipt of payee instructions, a Form W-9 for the Settlement Fund, an invoice, and contact information sufficient to permit voice verification of the payment instructions.

70. ***Final Funding.*** Within 30 days after receipt of the final invoice from the Settlement Administrator for all Valid Claims, payee instructions, and a Form W-9 for the Settlement, Defendant shall fund, or cause to be funded, the remainder of the Settlement Fund and all funds for Valid Claims for Cash Payment for Documented Losses.

71. ***Qualified Settlement Fund.*** The funds in the Escrow Account shall be deemed a

“qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

72. Settlement Class Member Benefits

a. Cash Payment for Documented Losses

All Settlement Class Members may submit a claim for a Cash Payment for Documented Losses of up to \$3,000.00 per Settlement Class Member. Claims under this section must include reasonable documented losses related to fraud and/or identity theft that are demonstrably a direct result of the Data Incident. To receive reimbursement under this section, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim.

Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member, standing alone, shall not constitute proper documentation to support a Claim, but may be included to provide clarification, context, or support for other reasonable supporting documentation. 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 any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies.

Defendant shall pay a maximum of \$1,500,000.00 in aggregate for all Valid Claims for Cash Payments for Documented Losses. In the event the total amount of all Valid Claims for Cash Payments for Documented Losses exceeds \$1,500,000.00, all Settlement Class Member payments for Cash Payments for Documented Losses will be subject to a pro rata decrease.

If a Settlement Class Member submits a Claim for a Cash Payment for Documented Losses without sufficient supporting documentation, if the alleged documented loss is not directly related to the Data Incident, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to timely cure the deficiency, the Claim will be rejected and shall not be eligible for reimbursement. Instead, the Claim shall be treated as a claim for Pro Rata Cash Payment and processed accordingly.

b. Pro Rata Cash Payment

In addition to any Cash Payment for Documented Losses, all Settlement Class Members may elect to receive a Pro Rata Cash Payment from the Net Settlement Fund. Claims for Pro Rata Cash Payment do not require the submission of supporting documentation.

c. Medical Data Monitoring

In addition to a Cash Payment, all Settlement Class Members will automatically receive a

code for one year of Medical Data Monitoring. The monitoring shall include credit monitoring through one credit bureau, \$1,000,000.00 of identity theft insurance with no deductible, health insurance plan ID monitoring, Medicare beneficiary ID monitoring, medical record number monitoring, international classification of diseases monitoring, national provider identifier monitoring, health savings account monitoring, Dark Web monitoring, real-time authentication alerts, high-risk transaction monitoring, security freeze assist, and victim assistance. Following the Effective Date, Settlement Class Members may activate the Medical Data Monitoring using the unique activation code provided in the Email Notice or Postcard Notice. Any Settlement Class Member who did not receive Email or Postcard Notice may contact the Settlement Administrator to obtain an activation code for the Medical Data Monitoring program.

V. Settlement Approval

73. Within 5 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) appoint the Settlement Administrator, (d) approve the Notice Program set forth herein, and the form and content of the Notices; (e) approve the Claim Process set forth herein, and the form and content of the Claim Form; (f) approve the procedures for Settlement Class Members to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (g) appoint Plaintiffs as Class Representatives; (h) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (i) stay the Action pending Final Approval of the Settlement; and (j) 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

74. ***Appointment of Settlement Administrator.*** The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall oversee the Settlement Administrator's performance of its duties under this Agreement, and Defendant will provide available information to the Settlement Administrator about the Settlement Class as the Settlement Administrator may require. All Settlement Administration Costs shall be payable out of the Settlement Fund. 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 Clauses of the Constitution of the United States and the state of Florida.

75. ***Settlement Administrator Functions.*** 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, and overseeing the distribution of Settlement Class Member Benefits.

76. ***Settlement Administrator's Duties.*** The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program, including by disseminating Email Notice, Postcard Notice, and/or Publication Notice; providing Long Form Notices and paper Claim Forms on request; reviewing Claim Forms; issuing Notices of Deficiency where appropriate; facilitating the distribution and activation of Medical Data Monitoring codes; and distributing Cash Payments to Settlement Class Members who submit Valid Claims;

- b. Establishing and maintaining the Settlement Fund and Escrow Account;

- c. Collecting from Defendant the funds necessary to establish and maintain

the Settlement Fund;

d. Establishing and maintaining a post office box for the receipt of opt-out requests, objections, Claim Forms, and other Settlement-related correspondence;

e. Establishing and maintaining the Settlement Website to provide important information and enabling the submission of Claim Forms;

f. Establishing and maintaining a toll-free telephone line to respond to Settlement-related inquiries and provide information concerning the Settlement;

g. Receiving and responding to any written inquiries from Settlement Class Members;

h. Receiving and processing all opt-out requests;

i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims received, approved, and rejected, or deemed insufficient; Notice of Deficiency sent; opt-out requests and objections received; and other such information the Parties may reasonably request;

j. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, 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;

k. Reviewing Claim Forms to determine eligibility for Cash Payment in accordance with the terms of this Agreement;

l. Invoicing and obtaining from Defendant any amounts necessary to pay Valid Claims for Cash Payments for Documented Losses;

m. Distributing Settlement Benefits, including Cash Payments and Medical Data Monitoring codes, to eligible Settlement Class Members and ensuring Medical Data Monitoring codes are activated;

n. Disbursing to Class Counsel and the Class Representatives any Court-approved Attorneys' Fees, Costs, and Service Awards in accordance with the Agreement and any Court's orders; and

o. Performing any other duties reasonably necessary to effectuate the Settlement or as agreed upon by the Parties and approved by the Court, if required.

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

77. ***Class List.*** Defendant will provide the Settlement Administrator with the Class List no later than 14 days after entry of the Preliminary Approval Order. Defendant will reasonably cooperate with the Settlement Administrator in updating the Class List as necessary to implement the Notice Program and administer the Settlement.

78. ***Notice Program.*** Within 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the Court-approved Notice forms. The Notice Program may include dissemination of Email Notice, Postcard Notice, or Publication Notice to Settlement Class Members. The Notice Program shall be completed no later than 45 days before the initially scheduled Final Approval Hearing.

79. ***Email Notices.*** The Settlement Administrator shall send Email Notice to all Settlement Class Members whose email addresses are included in the Class List or are otherwise identified through reasonable investigation by the Settlement Administrator.

80. ***Postcard Notice.*** The Settlement Administrator shall send Postcard Notice to all Settlement Class Members for whom an email address is unavailable or cannot be identified through reasonable investigation, as well as to Settlement Class Members whose Email Notice is returned as undeliverable and for whom a physical mailing address is provided through the Class List or otherwise identifiable. The Settlement Administrator shall perform reasonable address verification and tracing efforts for Postcard Notices returned as undeliverable. Such efforts may include, by way of example, conducting address searches through commercially available databases, include Lexis/Nexis. To the extent the Settlement Administrator identifies an updated mailing address, the Settlement Administrator will re-send Postcard Notice to the Settlement Class Member at the updated address.

81. ***Contents of Notice.*** The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) a Medical Data Monitoring activation code; (c) instructions for how to submit a Claim Form for a Cash Payment; (d) the Claim Form Deadline; (e) the Opt-Out Deadline; (f) the Objection Deadline; (g) the date and time for the Final Approval Hearing; and (h) the address of the Settlement Website where this Agreement and other related documents and information may be accessed. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines into the Notices before the Notice Program commences, consistent with 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 shall be required if the date or time for the Final Approval Hearing changes.

82. ***Publication Notice.*** If utilized, Publication Notice shall direct individuals to the Settlement Website to learn more about the Settlement and instructions on how to contact the

Settlement Administrator to confirm Settlement Class membership. The form, means, manner, scope, and frequency of the Publication Notice shall be agreed upon by the Parties, following consultation with the Settlement Administrator.

83. ***Settlement Website.*** The Settlement Administrator shall establish and maintain the Settlement Website no later than one day before the Notice Program is first initiated. The Settlement Administrator shall ensure that the Settlement Website makes available the Court-approved Claim Form, which may be submitted electronically through the Settlement Website or downloaded, printed, and submitted by U.S. Mail to the Settlement Administrator. The Settlement Website shall also provide access to this Agreement and other Court-approved Settlement documents and information.

84. ***Opt-Out Procedure.*** The Long Form Notice shall describe the procedure by which Settlement Class Members may opt out of the Settlement Class. The Email Notice and Postcard Notice shall direct Settlement Class Members to the Settlement Website, where they may review the Long Form Notice and this Agreement for complete opt-out instructions. Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request to opt out to the Settlement Administrator, postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and include the requestor's name, current address, telephone number, and email address (if any), as well as the case name and a clear statement that the requestor wishes to be excluded from the Settlement Class. Any Settlement Class Member who does not submit a timely and valid opt-out request shall remain a member of the Settlement Class and be bound by the terms of this Agreement, even if that Settlement Class Member does not submit a Valid Claim.

85. ***Objection Procedure.*** The Long Form Notice shall also describe the procedure for

Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards. The Email and Postcard Notice shall direct Settlement Class Members to the Settlement Website, where they may review the Long Form Notice for complete objection instructions. To be considered by the Court, an objection must be filed with the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than the Objection Deadline. Any objecting Settlement Class Member must remain a member of the Settlement Class and may not have submitted a valid request for exclusion. If submitted by U.S. Mail, an objection shall be deemed submitted on the postmark date indicated on the mailing envelope. In other words, objections postmarked after the Objection Deadline shall be deemed untimely and shall not be considered by the Court. If submitted by a commercial courier (e.g., Federal Express), an objection shall be deemed submitted on the shipping date reflected on the shipping label.

86. ***Requirements for Objections.*** To be considered by the Court, any objection must also set forth:

- a. The case name and case number;
- b. the objector's full name, current mailing address, telephone number, and email address (if any);
- c. a detailed statement of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- d. the number of times the objector has objected to a class action settlement during the 5 years preceding the filing of the objection, the caption of each case in which such objection was made, and copies of any orders addressing or resolving 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 has objected to a class action settlement during the five years preceding the filing of the objection, the caption of each such case, and copies of any orders addressing those objections;

g. a statement indicating whether the objector and/or objector's counsel will personally appear and/or testify at the Final Approval Hearing;

h. a list of all persons whom the objector intends to call to testify at the Final Approval Hearing (if any);

a. a statement confirming whether the objector and or the objector's counsel utilized any form of artificial intelligence in the preparation of the objection;

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

Class Counsel and Defendant's Counsel may conduct limited discovery concerning any objector or objector's counsel. This includes taking depositions and serving document requests. Failure to strictly comply with each and every requirement contained in this paragraph, the Long Form Notice, and the Court's Preliminary Approval Order will result in the Court summarily overruling the objection on procedural grounds.

87. ***Effect of Opting Out and Objecting.*** Any Settlement Class Member who submits both an opt-out request and an objection to the Settlement, regardless of which was submitted first, shall be deemed to have opted-out of the Settlement. In such circumstances, the objection will be deemed withdrawn and shall not be considered by the Court.

VIII. Claim Process and Disbursement of Cash Payments

88. ***Submission of Claims Forms.*** Settlement Class Members may submit Claim

Forms online through the Settlement Website or by U.S. Mail to the Settlement Administrator at the address designated on the Claim Form.

89. ***Claims Review.*** The Settlement Administrator shall collect, review, and evaluate each Claim Form received to determine whether it meets the requirements set forth in this Settlement and is thus a Valid Claim. In conducting that review, the Settlement Administrator may request additional information or documentation from any Claimant as reasonably necessary to assess the Claim and may challenge any information submitted in support of a Claim. The Settlement Administrator shall examine each Claim Form to determine that the information on the Claim Form is reasonably complete before designating the Claim as a Valid Claim. The Settlement Administrator shall have the sole authority to determine whether a Claim submitted by a Claimant qualifies as a Valid Claim, subject to the provisions of this Settlement.

90. ***Duplicate Claims.*** 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, if any, is the appropriate one for consideration. Following such review, the Settlement Administrator shall determine which Claim Form will be considered and may reject any duplicate or otherwise unsupported Claims.

91. ***Fraud Prevention.*** The Settlement Administrator shall take reasonable and customary steps to detect, prevent, and address fraud and abuse, or improprieties in the Claims Process. In furtherance of these efforts, the Settlement Administrator may deny, in whole or in

part, any Claim Form that it reasonably determines to be fraudulent, duplicative, unsupported, or otherwise inconsistent with the requirements of the Settlement. The Parties may jointly instruct the Settlement Administrator to take additional reasonable steps to address 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.

92. ***Claims Determinations.*** Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, which shall provide notice to the Claimant explaining the reason(s) why the Claim Form was rejected. If a Claim Form is incomplete, contains inaccurate information, or omits required information, the Settlement Administrator may send a Notice of Deficiency explaining the deficiency and requesting additional information or documentation. The Settlement Administrator shall provide the Notice of Deficiency using the contact information provided on the Claim Form. The additional information or documentation may include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the later of (a) the Claim Form Deadline or (b) 10 days after the date the Notice of Deficiency is sent to the Claimant via U.S. Mail or via email to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information or documentation and the Claim otherwise satisfies the requirements of this Settlement, the Claim shall be deemed a Valid Claim. If the Claimant does not timely and completely provide the requested information or documentation, the Settlement Administrator may reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

93. ***Grounds for Reduction or Rejection of Claims.*** 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 or sign the Claim Form;
- b. Submission of an illegible Claim Form;
- c. Submission of a fraudulent, false, misleading, or unsupported Claim Form;
- d. Submission of a Claim that is duplicative of another Claim;
- e. Submission of a Claim by an individual who is not a Settlement Class

Member;

f. Submission of a Claim by an individual who timely and validly excluded themselves from the Settlement Class.

g. A request that payment be made to a person or entity other than the Settlement Class Member absent satisfactory documentation establishing authority to receive payment on the Settlement Class Member's behalf;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. Failure to otherwise comply with the requirements of this Settlement.

94. ***Claim Dispute Resolution.*** The Settlement Administrator's determination to approve, reduce, or deny a Claim shall be final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall complete its review of all Claims and issue determinations no later than 14 days after the later of (i) the Claim Form Deadline or (ii) the expiration of the deadline to cure any deficiency identified in a Notice of Deficiency.

b. A request for additional information through 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. Subject to any rights of review expressly provided by this Settlement, the Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

95. ***Claims Review Records and Challenge Rights.*** The Settlement Administrator shall maintain all information gathered in investigating Claims. Upon reasonable request, the Settlement Administrator shall provide Class Counsel or Defendant's Counsel with information reasonably necessary to evaluate such determinations, including copies of all correspondence, supporting documentation, notes of the Settlement Administrator, the decisions reached, and all reasons supporting the decision. 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. Further, Class Counsel and Defendant's Counsel shall have the right to challenge, seek additional information, or otherwise confer with the Settlement Administrator regarding any of the Settlement Administrator's determinations. The Settlement Administrator shall reasonably cooperate with such requests and may modify its determination as appropriate based on any additional information received.

96. ***Limitation of Liability.*** No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, or the Settlement Administrator based on any act, omission, eligibility determination, claim determination, distribution, payment, or award made in good faith in accordance with this Settlement.

97. ***Final Invoice.*** No later than 14 days after the Settlement Administrator completes its review of all Claims, resolves any deficiencies, and issues final claim determinations or the

Effective Date, whichever is later, the Settlement Administrator shall send a final invoice, payee instructions, and a Form W-9 for the Settlement Fund to the Defendant for the collection of funds necessary to pay the Cash Payments. The Defendant shall pay the Settlement Administrator the amount reflected on the final invoice within 30 days after receipt of the final invoice. For the avoidance of doubt, this payment obligation assumes that the invoice contains no material errors and that the Settlement Administrator has provided payment instructions required under this Agreement.

98. ***Distribution.*** The Settlement Administrator shall initiate distribution of Cash Payments to eligible Settlement Class Members no later than 14 days after receipt of the final funds necessary to make such payments.

99. ***Medical Data Monitoring.*** Medical Data Monitoring codes shall be activated at the same time Cash Payments are distributed to Settlement Class Members.

100. ***Electronic Payments.*** Cash Payments to eligible Settlement Class Members will be made by electronic payment. Settlement Class Members will elect their preferred form of payment on the Claim Form. 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 appropriate recipient. 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 Settlement Class Member shall forfeit their entitlement right to the funds.

101. ***Cy Pres Award.*** In the event there are funds remaining in the Settlement Fund 120

days after distribution, subject to Court-approval, any residual funds shall be payable by the Settlement Administrator to the Legal Aid Service of Broward County (www.browardlegalaids.com).

IX. Final Approval Order and Final Judgment

102. ***Motion for Final Approval of the Settlement.*** 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 initially scheduled 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.

103. ***Final Approval Order.*** At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment approving the Settlement, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. The 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. Attorneys' Fees, Costs and Service Awards

104. *Service Awards.* In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$2,500.00 each. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. The Settlement Administrator shall pay the Court-approved Service Awards to Class Counsel no later than 30 days after the Effective Date.

105. *Attorneys' Fees and Costs.* As part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to one-third of the Settlement Value. The Settlement Administrator shall pay the Court-approved Attorneys' Fees and Costs to Class Counsel no later than 30 days after the Effective Date.

106. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon.

107. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than

what was requested, the remaining provisions of the Agreement shall remain in force.

XI. Releases

108. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims 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.* Each Party expressly waives 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, 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.

109. The Parties agree that the Released Claims contemplated shall not be construed to

release any causes of action brought to enforce the terms of the Agreement.

110. Settlement Class Members who opt out of the Settlement prior to the Opt-Out Deadline release their Claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

111. 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

112. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. The Court has approved the Settlement consideration and the Releases set forth in this Agreement;
- 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.

113. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition on approval of the Settlement to which any of the Parties do not consent, then this Agreement shall be deemed null and void, shall be

terminated. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant expressly reserves, and does not waive, any and all rights, defenses, arguments, and objections, including its right to oppose class certification and to defend against the claims asserted in this Action.

114. No later than 7 days after the Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete list of all timely and valid opt-out requests. If more than 50 opt-out requests are submitted, Defendant shall have the right to terminate this Agreement in its entirety by providing written notice to the Court within 14 days after the Opt-Out Deadline.

115. 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, this Agreement, all negotiations, proceedings, and related documents 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, except as necessary to enforce the terms of these provisions, and any orders entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

116. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, 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.

117. 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

118. 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.

119. 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 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.

120. 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.

121. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the 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.

122. 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.

123. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

124. Further, upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Parties any claims that are released by operation of this Agreement and the Final Approval Order.

XV. Miscellaneous Provisions

125. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and only for purposes of the Action and Settlement. The Parties, Class Counsel, and Defendant's Counsel will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Parties or this Agreement. 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, accountants, auditors, lenders, corporate parents and affiliates, third party administrators, insurers, reinsurers, brokers, reinsurance intermediaries, agents, clients, regulators, and other persons or entities as required for an appropriate business purpose or by securities laws

or other applicable laws and regulations.

126. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

127. ***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.

128. ***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.

129. ***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.

130. ***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 oral covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No oral covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

131. ***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.

132. ***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.

133. ***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 and the same 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.

134. ***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.

135. ***Court Modifications to Agreement.*** The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement

and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective 5 days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties.

136. **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 PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Alfred J. Saikali
SHOOK, HARDY & BACON L.L.P.
201 S. Biscayne Blvd., Ste. 3200
Miami, FL 33131
asaikali@shb.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, opt-out requests, or other filings received as a result of the Notice Program.

137. ***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.

138. ***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. Likewise, the failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement.

139. ***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.

140. ***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.

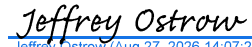
141. ***Independent Investigation and Decision to Settle.*** The Parties understand and

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.

142. ***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.

Signature Page to Follow

CLASS COUNSEL (for Plaintiffs)


Jeffrey Ostrow (Aug 27, 2026 14:07:29 EDT)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.


Mariya Weekes (Aug 27, 2026 14:12:14 EDT)

Mariya Weekes
MILBERG PLLC

**PILLSBURY WINTHROP SHAW
PITTMAN LLP**


By: Stacie D. Yee
Its: SDY

EXHIBIT 1

TO: «Email Address»
FROM: “Pillsbury Data Incident Settlement” «info@[SettlementWebsite].com»
SUBJECT: Pillsbury Data Incident Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP
Case No. CACE-26-011734
]
Circuit Court for Broward County, Florida

**IF YOU WERE NOTIFIED THAT YOUR PRIVATE INFORMATION
MAY HAVE BEEN COMPROMISED IN THE APRIL 2025
PILLSBURY WINTHROP SHAW PITTMAN LLP DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury”) in a class action lawsuit related to the April 2025 targeted cyberattack on Pillsbury’s computers (the “Data Incident”). Some files containing private information were accessed.

Pillsbury denies any wrongdoing, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, costs, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the Settlement Class as: “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.”

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

What are the Settlement benefits? You may enroll in one year of **Medical Data Monitoring** through CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this code. Enrollment instructions will be available on the Settlement Website after the Court grants final approval. To sign up for an alert when your code can be activated, visit [www.\[SettlementWebsite\].com/enroll](http://www.[SettlementWebsite].com/enroll).

Additionally, you may claim one or both of the following **Cash Payment** options:

If you have documented losses, you may request reimbursement for up to **\$3,000**.

Separately, you may claim a one-time Pro Rata Cash Payment.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit a Claim.

To receive a paper copy and submit by U.S. Mail, call (XXX) XXX-XXXX, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Pillsbury for the claims related to *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement.

What if I don't like the Settlement? If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**.

The Settlement Agreement, available on the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to one-third of the Settlement Value, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call (XXX) XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Login ID: «ClaimLoginID»

PIN: «ClaimLoginPIN»

SIMID: «SIMID»

CaseID: [CaseID]

EXHIBIT 2

Why am I receiving this notice? A Settlement has been reached with Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") in a class action lawsuit. The case is related to the April 2025 targeted cyberattack on Pillsbury's computers (the "Data Incident"). Some files containing private information were accessed. Pillsbury denies any wrongdoing, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit ("Settlement") to avoid costs and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "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."

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

What are the Settlement benefits? You may enroll in 1 year of Medical Data Monitoring through CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this code. Enrollment instructions will be available on the Settlement Website after the Court grants Final Approval. To sign up for an alert, visit www.SettlementWebsite.com/enroll.

Additionally, you may claim the following **Cash Payments**: If you have documented losses you may get back up to **\$3,000**. Separately, you can claim a one-time Pro Rata Cash Payment. Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, submit your Claim Form online. Otherwise, you may fill out the Claim Form below, tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form, call (XXX) XXX-XXXX. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Pillsbury for the claims related to *this* lawsuit. If you exclude yourself, you may not get benefits from this Settlement.

What if I don't like the Settlement? If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**.

The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to one-third of the Settlement Value, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This Notice is only a summary. Visit the Settlement Website or scan this QR code for more information.



www.SettlementWebsite.com

CaseID: [CaseID]
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Pillsbury Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



EXHIBIT 3



Circuit Court for Broward County, Florida

Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP

Case No. [CACE-26-011734]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU WERE NOTIFIED THAT YOUR PRIVATE INFORMATION
MAY HAVE BEEN COMPROMISED IN THE APRIL 2025
PILLSBURY WINTHROP SHAW PITTMAN LLP DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS, AND ENTITLE YOU TO BENEFITS**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury” or “Defendant”) in a class action lawsuit. This case is related to the targeted cyberattack on Pillsbury’s computers that occurred in April 2025 (the “Data Incident”). Some files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; addresses; Social Security numbers; drivers’ license numbers or other government-issued identification numbers; medical information; health insurance information; and financial account information.
- The lawsuit is called *Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP*, Case No. [CACE-26-011734]. It is pending in the Circuit Court for Broward County, Florida (the “Action”).
- Pillsbury denies any wrongdoing, and the Court has not decided who is right.
- The Parties have agreed to settle the Action (the “Settlement”) to avoid the costs and risks, costs, and uncertainties of continuing the Action.
- Pillsbury’s records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Pillsbury.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

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

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Circuit Court for Broward County, Florida, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP*, Case No. [CACE-26-011734]. It is pending in the Circuit Court for Broward County, Florida. The people who filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Pillsbury Winthrop Shaw Pittman LLP, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the April 2025 targeted cyberattack on Pillsbury’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; addresses; Social Security numbers; drivers’ license numbers or other government-issued identification numbers; medical information; health insurance information; and financial account information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Allison Archer, Martin Chaveria-Hernandez, and Frederico Reyes. Everyone eligible for benefits under the Settlement are the Settlement Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “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.”

6. Are there exceptions to being included?

Yes. 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 of the Settlement.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Pillsbury Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

The Settlement Benefits

7. What does the Settlement provide?

Pillsbury will establish a Settlement Fund of \$2,340,000.00. The Settlement Fund will first be used to pay the costs of Settlement Administration and any Court-approved attorneys’ fees and costs, and any Service Awards approved by the Court. The remaining amount will be used to pay for the Settlement Class Member Benefits described below.

MEDICAL DATA MONITORING. All Settlement Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Settlement Class Members for whom valid mailing or email addresses were available. If you did not receive an enrollment code or no longer have your code, please contact the Settlement Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between April 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

There is an aggregate cap of \$1,500,000.00 on this benefit. This means that if the total value of Valid Claims for Cash Payment for Documented Losses is over \$1,500,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$1,500,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Pro Rata Cash Payment. *In addition to* any Cash Payment for Documented Losses, you may claim a one-time Pro Rata Cash Payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. The remaining money will be divided equally between everyone who submits a Valid Claim for a Pro Rata Cash Payment.

You do not have to provide any documentation or explanation to claim this payment.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Pillsbury Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

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

Submitting a Claim Form for a Settlement Payment

9. How do I submit a Claim for a Settlement Class Member Benefit?

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

Pillsbury Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. Mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement Class Member Benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; and Mariya Weekes of Milberg PLLC, to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve one-third of the Settlement Value as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

To be valid, your request for exclusion must have the following information:

- (1) the name of the Action: *Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP*, Case No. [CACE-26-011734], pending in the Circuit Court for Broward County, Florida;
- (2) your full name, current mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your request for exclusion to the Settlement Administrator at:

Pillsbury Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your request for exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Action: *Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP*, Case No. [CACE-26-011734], pending in the Circuit Court for Broward County, Florida;

- (2) the objector's full name, current mailing address, telephone number, and email address;
- (3) a detailed statement of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- (4) the number of times the objector has objected to a class action settlement during the 5 years preceding the filing of the objection, the caption of each case in which such objection was made, and copies of any orders addressing or resolving those objections;
- (5) 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;
- (6) the number of times the objector's counsel or counsel's law firm has objected to a class action settlement during the five years preceding the filing of the objection, the caption of each such case, and copies of any orders addressing those objections;
- (7) whether the objector and/or objector's counsel will appear or testify at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector and or the objector's counsel utilized any form of artificial intelligence in the preparation of the objection;
- (10) the objector's signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Pillsbury Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Defendant's Counsel
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 Mariya Weekes MILBERG PLLC 333 SE 2 nd Ave., Ste. 2000 Miami, FL 33131	Alfred J. Saikali SHOOK, HARDY & BACON L.L.P. 201 S. Biscayne Blvd., Ste. 3200 Miami, FL 33131

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

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

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

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

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

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

- Email: **info@[SettlementWebsite].com**

- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Pillsbury Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address] or visiting the Court's website at <https://www.browardclerk.org/web2>.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 4

CLAIM FORM AND RELEASE



CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

Allison Archer v. Pillsbury Winthrop Shaw Pittman LLP

Case No. [CACE-26-011734]

Pillsbury Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The Court has defined the Settlement Class this way: "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 timely and properly opts-out of the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be submitted by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they postmarked **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Pillsbury Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submit a request to be excluded from the Settlement, do not submit a Claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

Pillsbury will establish a Settlement Fund of \$2,340,000.00. The Settlement Fund will first be used to pay the costs of Settlement Administration and any Court-approved attorneys' fees and costs, and any Service Awards approved by the Court. The remaining amount ("Net Settlement Fund") will be used to pay for the Settlement Class Member Benefits described below.

MEDICAL DATA MONITORING. All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Class Members for whom valid mailing or email addresses were available. If you did not receive an enrollment code, or if you no longer have your code, please contact the Settlement Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between April 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

There is an aggregate cap of \$1,500,000.00 on this benefit. This means that if the total value of Valid Claims for Cash Payment for Documented Losses is over \$1,500,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$1,500,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Pro Rata Cash Payment. *In addition to* any Cash Payment for Documented Losses, you may claim a one-time Pro Rata Cash Payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. The remaining money will be divided equally between everyone who submits a Valid Claim for a Pro Rata Cash Payment.

You do not have to provide any documentation or explanation to claim this payment.

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

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: (XXX) XXX-XXXX
By mail: Claims Administrator
Pillsbury Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

➡ **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIM FORM IS ONLINE AT**
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) ⬅

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

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

➡ **Claim Forms must be received by [Claims Deadline].** ⬅

If your contact information changes after you submit your Claim Form, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your Claim. If your contact information changes after you submit your Claim Form, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

Settlement Class Member Last Name

[illegible]

Entity Name (if Settlement Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

City	State	ZIP
------	-------	-----

[illegible]

Email Address

[illegible]

Telephone Number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

Login ID (if known)

[illegible]

II. CASH PAYMENT FOR DOCUMENTED LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$3,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. PRO RATA CASH PAYMENT

- ☐ Check this box if you want to claim a one-time Pro Rata Cash Payment.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a Cash Payment.

[illegible]

☐ **VENMO**
 Telephone number associated with your Venmo account, if different than you provided in Section I:
 - -

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

[illegible]

☐ **PHYSICAL CHECK**
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION AND SIGNATURE

I swear and affirm under penalty of perjury that the information provided in this Claim Form, including any supporting documentation, is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information or documentation by the Settlement Administrator before my Claim is considered complete and valid.

Settlement Class Member Signature

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MM DD YY

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Please print or type your name on the line above.

EXHIBIT 5

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

ALLISON ARCHER, MARTIN
CHAVERIA-HERNANDEZ, and
FREDERICO REYES, individually and
on behalf of all others similarly situated,

CASE NO.: CACE-26-011734

Plaintiffs,

v.

PILLSBURY WITHROP SHAW
PITTMAN LLP,

Defendant.

**[PROPOSED] 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 120 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 this ____ day of _____, 2026.

HON. _____
CIRCUIT COURT JUDGE

EXHIBIT 6

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

ALLISON ARCHER, MARTIN
CHAVERIA-HERNANDEZ, and
FREDERICO REYES, individually and
on behalf of all others similarly situated,

CASE NO.: CACE-26-011734

Plaintiffs,

v.

PILLSBURY WITHROP SHAW
PITTMAN LLP,

Defendant.

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow, and Mariya Weekes as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the Notice Program and the form and manner of the Notice; (7) approved the Claim Process and the form and manner of the Claim Form; (8) approved the procedures for Settlement Class Members to opt-out or object to the Settlement; and (9) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order and the Long Form Notice was made available to Settlement Class Members through the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, there were ____ objections to the Settlement and only ____ Settlement Class Members (_____, _____, and _____) opted-out of the Settlement;

WHEREAS, on _____, 20__, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions set forth in Section II of the Settlement Agreement, except as otherwise defined herein or in the Preliminary Approval Order.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claim Form was easy to read and understand and the Claims Process was reasonable.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (a) the complexity and duration of the litigation; (b) the reaction to the Settlement; (c) the stage of the proceedings; (d) the risk of establishing liability; (e) the risk of establishing damages; (f) the risk of maintaining a class action; (g) the ability of the Defendant to withstand a greater judgment; (h) the reasonableness of the Settlement in light of the best recovery; and (i) the range of reasonableness of the Settlement in light of all the attendant risks of litigation.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Cash Payments and all Settlement Class Members who did not opt out of the Settlement will receive Medical Data Monitoring pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases in the Agreement.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Settlement is fair, reasonable, and adequate, the Court grants Final Approval of the Settlement and authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is reaffirmed.

11. The appointment of the Settlement Administrator is reaffirmed.

12. The Court reaffirms its findings that, for settlement purposes only, the Settlement Class meets the relevant 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 of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (e) questions of law and fact common to the Settlement Class Members predominate over any questions affecting individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the absence of any objections to the Settlement, the fact that only _____ individuals requested exclusion from the Settlement, indicating an overwhelming positive reaction of the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

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.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. Upon the Effective Date, and in exchange for the Settlement relief and other consideration provided under the Agreement, the Releasing Parties shall be deemed to have fully, finally, and irrevocably released and discharged Defendant and the Released Parties from all Released Claims. By operation of this Final Approval Order, such release shall be binding on all Releasing Parties.

16. Class Counsel is awarded attorneys' fees and costs in the amount of \$_____. Such attorneys' fees and costs shall be paid in accordance with the Agreement. The Court evaluated Class Counsel's request and concludes that amount is fair and within the range of reason.

17. The Class Representatives shall be awarded Service Awards in the amount of \$_____ each. Such Service Awards shall be paid in accordance with the Agreement.

18. Plaintiffs, all Settlement Class Members, all Releasing Parties, and any persons acting or purporting to act on their behalf are permanently enjoined from instituting, commencing, maintaining, or prosecuting (either directly, representatively, or in any other capacity) any action, arbitration, or other proceeding asserting any Released Claims against any Released Parties.

19. The Court retains continuing and exclusive jurisdiction over: (a) the implementation, administration, and enforcement of the Settlement, including any distributions to Settlement Class Members; (b) the Action through the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the

Agreement, including the exhibits appended thereto; and (c) all Parties and Settlement Class Members for all matters relating to the interpretation, administration, implementation, enforcement, and consummation of the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. All Settlement Class Members shall be bound by this Final Approval Order.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Broward County, Florida, this _____ day of _____, 2026.

HON. _____
CIRCUIT COURT JUDGE

Pillsbury - SA-signed by P's counsel

Final Audit Report

2026-09-01

Created:	2026-08-31
By:	Tiffany Seide (tseide@shb.com)
Status:	Signed
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-  Document created by Tiffany Seide (tseide@shb.com)
2026-08-31 - 3:41:06 PM GMT
-  Document emailed to stacie.yee@pillsburylaw.com for signature
2026-08-31 - 3:47:52 PM GMT
-  Email viewed by stacie.yee@pillsburylaw.com
2026-09-01 - 1:13:21 AM GMT
-  Signer stacie.yee@pillsburylaw.com entered name at signing as Stacie D. Yee
2026-09-01 - 3:04:07 AM GMT
-  Document e-signed by Stacie D. Yee (stacie.yee@pillsburylaw.com)
Signature Date: 2026-09-01 - 3:04:09 AM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-09-01 - 3:04:09 AM GMT