

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

DONALD COBEAN, KIMBERLY
LESZCZYNSKI, LYL A NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN, individually and
on behalf all others similarly situated,

CASE NO.: CACE-25-006316 (3)

Plaintiffs,

v.

GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,

Defendant.

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEY FEES, COSTS, AND SERVICE AWARDS**

Pursuant to Florida Rule of Civil Procedure 1.220, Plaintiffs¹ respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Costs, and Service Awards. Defendant does not oppose the relief requested herein. The Motion is supported by the Memorandum of Law contained herein, the Joint Declaration of Counsel Jeff Ostrow, Kristen Cardoso, and Mariya Weekes ("Joint Decl.") attached as ***Exhibit B***, and the Declaration of Settlement Administrator Kaylie O'Connor on Behalf of CPT Group, Inc. ("Admin. Decl.") attached as ***Exhibit C***.

I. INTRODUCTION

On June 20, 2025, the Court granted Preliminary Approval. This case arises from a Cyber

¹ All capitalized terms herein have the same meaning as defined in Section II of the Settlement Agreement and Releases, attached as ***Exhibit A***.

Incident that allegedly impacted the Personal Information of 129,686 individuals.

The Settlement provides substantial benefits to Settlement Class Members—including (1) up to \$7,500.00 per person for Extraordinary Losses related to the Cyber Incident; (2) up to \$2,000.00 per person for Ordinary Losses related to the Cyber Incident; (3) up to \$75.00 per person for lost time related to the Cyber Incident (subject to a \$2,000 cap on Ordinary Losses and available to Settlement Class Members with otherwise Valid Claim for Ordinary Losses); (4) two-years of credit monitoring services with \$1,000,000 in identity theft protection insurance; and (5) equitable relief whereby Defendant confirmed payments for improvements in its data security systems. Separate and apart from these benefits, Defendant agreed to pay up to \$300,000.00 for Attorney Fees and Costs, and \$2,000.00 for each Class Representative as Service Awards.

Now, Plaintiffs respectfully move the Court for Final Approval of the Settlement and for an award of Attorney Fees, Costs, and Service Awards as contemplated by the Settlement. As of August 25, 2025, formal notice has reached 98.64% of the Settlement Class, only seven Settlement Class Members have opted-out of the Settlement, and zero Settlement Class Members have objected to the Settlement. As explained below, the Settlement is fair, reasonable, and adequate—and satisfies the criteria for final approval under Florida law.

II. CASE SUMMARY

Defendant is a healthcare provider that focuses on providing services to patients with digestive disorders. Agreement ¶ 1. As part of its business, Defendant collects, maintains, and stores the Personal Information of current and former patients. *Id.* ¶ 2. On or about April 11, 2024, Defendant experienced the Cyber Incident which impacted the Personal Information of the Settlement Class. *Id.* ¶ 3. On or around February 25, 2025, Defendant began providing notice of

the Cyber Incident to Plaintiffs and the other Settlement Class Members. *See* Joint Decl. ¶ 2. In March 2025, Plaintiffs began filing their respective class actions against Defendant. *Id.* ¶ 3.

Recognizing the benefits of timely resolution, the Parties began discussing the possibility of a classwide settlement. *Id.* ¶ 4. The Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. *Id.* ¶ 5. Further, the Parties exchanged informal discovery—which enabled the Parties to objectively evaluate the strengths and weaknesses of the underlying claims and defenses. *Id.* ¶ 6. Notably, the Parties agreed that they would not negotiate attorney fees or the Service Awards until the core terms of the settlement were finalized (as to avoid any conflicts). *Id.* ¶ 7.

After multiple rounds of arm’s length negotiations, the Parties reached an agreement on the core terms of the Settlement on April 24, 2025. *Id.* ¶ 8. Thereafter, the Plaintiffs dismissed their individual actions without prejudice and filed the present action in this Court on April 29, 2025. *Id.* ¶ 9. Over the following months, the Parties negotiated the finer terms of the Settlement and prepared the Settlement Agreement, Notice forms, and Claim Form. *Id.* ¶ 10. And on May 31, 2025, Plaintiffs moved for Preliminary Approval of the Class Action Settlement. *Id.* ¶ 11. Then, on June 20, 2025, the Court granted Preliminary Approval. *Id.* ¶ 12.

III. SETTLEMENT SUMMARY

A. The Settlement Class

The Settlement Class is defined as “All persons residing in the United States whose Personal Information was potentially accessible in the Cyber Incident affecting Defendant that Defendant discovered on or around April 11, 2024, including the persons to whom Defendant mailed notification letters on or about February 25, 2025.” Agreement ¶ 53. The Settlement Class

excludes: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff. *Id.* In total, there are 129,686 Settlement Class Members. Admin. Decl. ¶ 8.

B. Settlement Benefits

The Settlement provides substantial and timely relief to the Settlement Class—including both monetary relief and equitable relief. Agreement ¶ IV. *First*, Settlement Class Members can claim up to \$7,500.00 per person for Extraordinary Losses (e.g., identity theft or fraud). *Id.* ¶ 61(b). *Second*, Settlement Class Members can claim up to \$2,000.00 per person for Ordinary Losses (e.g., out of pocket expenses, fees). *Id.* ¶ 61(a). *Third*, Settlement Class Members with an Ordinary Losses claim can also claim up to \$75.00 per person for lost time (at a rate of \$25.00 per hour for up to three hours) subject to the \$2,000 cap on Ordinary Losses. *Id.* ¶ 61(c). *Fourth*, Settlement Class Members can claim two-years of credit monitoring services with one bureau (including at least \$1,000,000 in identity theft protection insurance). *Id.* ¶ 60. *Fifth*, the Settlement provides all Settlement Class Members—regardless of whether or not they submit a claim—with equitable relief whereby Defendant confirmed payments for improvements in its data security systems (i.e., to protect the Personal Information of the Settlement Class within its custody and control). *Id.* ¶ 62. *Sixth*, separate and apart from these benefits, Defendant agreed to pay for Notice, Settlement Administration costs, attorney fees and costs, and Service Awards. *Id.* ¶¶ 52, 92–93.

C. Release

In exchange for the Settlement Benefits, Plaintiffs and Settlement Class Members agree to release Defendant from any claims they asserted—or could have asserted—related to the Cyber Incident. Agreement ¶¶ 95-97. The Releases are appropriately tailored to claims arising out of or relating to the Cyber Incident. *Id.*

D. The Notice Program

Pursuant to the Court’s Preliminary Approval Order, the Settlement Administrator CPT Group issued notice to the Settlement Class—which was successful and reached 98.64% of the Settlement Class. Admin. Decl. ¶ 16. Initially, CPT Group received an Excel file with 611,534 records including the names, mailing addresses, and email addresses (as available) of the Settlement Class. *Id.* ¶ 7. Then, CPT Group scrubbed the data for anomalies and duplicates—and then removed the 481,848 duplicative records. *Id.* ¶ 8. Thus, CPT Group created a refined master list of 129,686 Settlement Class Members. *Id.*

On July 18, 2025, CPT Group began the Notice Program—and sent the double-sided Postcard Notice by First Class Mail to the 40,235 Settlement Class Members without an email address. *Id.* ¶ 14. Before mailing the Postcard Notice, CPT Group checked all mailing addresses against the National Change of Address (NCOA) database to search for updated addresses. *Id.* Also on July 18, 2025, CPT Group sent the Email Notice to the 89,175 Settlement Class Members with email addresses. *Id.* However, 2,940 of the Email Notices were returned as bounced or undeliverable. *Id.* ¶ 15. For those Settlement Class Members, CPT Group then sent Postcard Notice by First Class Mail. *Id.*

In total, 3,358 Notice Postcards were returned as undeliverable. *Id.* ¶ 16. CPT Group attempted to locate updated addresses using a “skip trace” analysis through LexisNexis. *Id.* Through those efforts, CPT Group obtained 1,593 updated addresses and then mailed Postcard Notice to those addresses. *Id.* Thus, CPT Group successfully delivered direct notice to 98.64% of the Settlement Class. *Id.* ¶ 16.

Additionally, CPT Group provided supplemental notice—by establishing the Settlement Website, a toll-free Settlement telephone number, and a dedicated email address. *Id.* ¶¶ 9–13. First,

CPT Group established the Settlement Website at “www.gacfdatasettlement.com.” *Id.* ¶ 9. The Settlement Website provides Settlement Class Members with easy access to all relevant documents (e.g., the Settlement Agreement, Preliminary Approval Order, Long Form Notice). *Id.* Additionally, the Settlement Website informs Settlement Class Members of the relevant deadlines and dates (e.g., claim deadline, opt-out deadline, date of the Final Approval Hearing). *Id.* ¶ 10. Moreover, the Settlement Website provides Settlement Class Members with the option of submitting a claim electronically. *Id.* In total, the Settlement Website received approximately 3,800 unique visitors and 13,000 website page views. *Id.* ¶ 11.

Additionally, CPT Group established the 24-hour toll-free Settlement telephone number (1-888-330-3950) which provides answers to frequently asked questions. *Id.* ¶ 12. In total, the toll-free telephone received approximately 298 phone calls which lasted a total of 1,361 minutes. *Id.* Additionally, CPT Group established a dedicated case email and inbox (i.e., “gacfdatasettlement@cptgroup.com”). *Id.* ¶ 13. This provides Settlement Class Members with the option to communicate directly with CPT Group. *Id.* In total, the dedicated email received approximately 161 email inquiries. *Id.*

E. Opt-Outs & Objections

The opt-out period and objection period will end on September 15, 2025. *Id.* ¶ 17. Thus far, CPT Group has received only seven opt-out requests. and zero objections. *Id.*

F. Claims Administration

The Claim Deadline is September 29, 2025. *Id.* ¶ 18. Settlement Class Members are able to submit claims either online or by mail. Agreement ¶ 78. Thus far, CPT Group has received 1,432 claim submissions. Admin Decl. ¶ 20. All Claims are being reviewed as part of the validation process. *Id.* A Notice of Deficiency will be sent out to all those Settlement Class Members whose

Claims are deficient—thereby providing them with an opportunity to cure their Claims. *Id.* With more than five weeks left until the Claims Deadline, the Claims Process is proceeding as anticipated, and the number of Claims will increase. *Id.*; *see also* Joint Decl. ¶ 13. Thus, Class Counsel will provide updated numbers to the Court at the Final Approval Hearing. *Id.* ¶ 14.

IV. LEGAL STANDARD

Final approval of a class action settlement requires “notice . . . to all members of the class” and the “approval of the court after [a] hearing.” Fla. R. Civ. P. 1.220(e); *see also Manual for Complex Litigation* § 21.635 (4th ed. 2013). In 1980, Florida Rule of Civil Procedure was amended to bring it in line with the federal class action rule. *Cheatwood v. Barry Univ., Inc.*, 2001 WL 1769914, at n.14 (Fla. 17th Jud. Cir. Dec. 26, 2001) (citing *Lance v. Wade*, 457 So. 2d 1008, 1009 n.2 (Fla. 1984)). As such, “federal cases are persuasive authority for interpretation of [R]ule 1.220.” *Toledo v. Hillsborough Cnty. Hosp. Auth.*, 747 So. 2d 958, 960 n.1 (Fla. 2d DCA 1997).

Judicial and public policy favor the voluntary settlement of complex class action litigation. *See, e.g., Turner v. Gen. Elec. Co.*, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (“Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]”) (internal quotation omitted); *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at *4 (S.D. Fla. Sept. 14, 2015) (“There is a strong judicial policy favoring the pretrial settlement of class actions.”); *In re U.S. Oil & Gas Litig.*, 967 2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class actions[.]”).

V. ARGUMENT

Final approval is proper under Rule 1.220 and Florida precedent. Joint Decl. ¶ 15. Certification of the Settlement Class is appropriate because the Settlement Class satisfies the requirements of Rule 1.220(a) and Rule 1.220(b)(3). *Id.* ¶ 16. Final approval is appropriate under Rule 1.220(e) because the Settlement is fair, reasonable, and adequate. *Id.* ¶ 17. And the requested Attorney Fees, Costs, and Service Awards are proper under Florida law. *Id.* ¶ 18.

A. Certification of the Settlement Class Is Appropriate.

Previously, the Court found that the Settlement Class satisfied the requirements of Rule 1.220(a) and Rule 1.220(b)(3). *See* Preliminary Approval Order, ¶ I. Since then, there has been no intervening change in law or fact to disturb the Court’s initial finding. Joint Decl. ¶ 19. Moreover, “[a] trial court should resolve doubts with regard to certification in favor of certification, especially in the early stages of litigation.” *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106–07 (Fla. 2011) (citing *Chase Manhattan Mortg. Co. v. Porcher*, 898 So. 2d 153, 156 (Fla. 4th DCA 2005)). And as explained below, the Settlement Class still satisfies numerosity, commonality, typicality, adequacy, predominance, and superiority for settlement purposes. Joint Decl. ¶ 20. Thus, the Court should finally certify the Settlement Class.

Numerosity is satisfied when “the members of the class are so numerous that separate joinder of each member is impracticable[.]” Fla. R. Civ. P. 1.220(a)(1). For example, in *Sosa*, the Supreme Court held that “several hundred, if not thousands, of aggrieved class members . . . assuredly satisfies the numerosity requirement.” 73 So. 3d at 114 (“No specific number and no precise count are needed to sustain the numerosity requirement.”). Here, numerosity is satisfied because there are 129,686 Settlement Class Members. Admin. Decl. ¶ 8.

Commonality is satisfied when “the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class[.]” Fla. R. Civ. P. 1.220(a)(2). The “threshold of the commonality requirement is not high” and the “primary concern in the consideration of commonality is whether the representative’s claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory.” *Sosa*, 73 So. 3d at 107. Here, the claims of Plaintiffs and Settlement Class Members all arise from the same event—i.e., the Cyber Incident that impacted Defendant on or around April 11, 2024. Joint Decl. ¶ 21. Thus, Plaintiffs and Settlement Class Members all share common questions of law and fact (e.g., whether Defendant had a duty to use reasonable data security, whether Defendant used reasonable data security, whether the Cyber Incident caused compensable injuries). *Id.* ¶ 22. Thus, commonality is readily satisfied for settlement purposes. *Id.*

Typicality is satisfied when “the claim or defense of the representative party is typical of the claim or defense of each member of the class[.]” Fla. R. Civ. P. 1.220(a)(3). The “test for typicality is not demanding” and the “key inquiry for a trial court when it determines whether a proposed class satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.” *Sosa*, 73 So. 3d at 114–15. Here, typicality is satisfied for settlement purposes because Plaintiffs and Settlement Class Members share the same legal interest and experienced the same alleged injury (i.e., the alleged exposure of their Personal Information during the Cyber Incident). Joint Decl. ¶ 23.

Adequacy is satisfied when “the representative party can fairly and adequately protect and represent the interests of each member of the class.” Fla. R. Civ. P. 1.220(a)(4). The inquiry “contains two prongs.” *Sosa*, 73 So. 3d at 115. First, class counsel must be “competent and

experienced, giving them the ability to advocate effectively on behalf of [plaintiffs] and the putative class members.” *Id.* Second, the interests of the class representatives cannot be “antagonistic to the interests of the class members.” *Id.* Here, adequacy is satisfied because Class Counsel has significant experience in complex class action litigation—and is currently litigating dozens of data breach cases in courts across the country. Joint Decl. ¶ 24. And the interests of the Class Representatives mirror those of the Settlement Class (i.e., seeking relief for the alleged injuries caused by the Cyber Incident). *Id.* ¶ 25.

Predominance is satisfied when “questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class[.]” Fla. R. Civ. P. 1.220(b)(3). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Sosa*, 73 So. 3d at 111–14. For example, in *Sosa*, the Supreme Court held that predominance was satisfied when “the common class questions for [plaintiff] and the putative class members require generalized proof” and “any minor variance in factual circumstances would be with regard to the issue of damages and not liability[.]” *Id.* Likewise, predominance is satisfied here because Defendant acted toward Plaintiffs and Settlement Class Members in same way (i.e., Defendant allegedly failed to use reasonable data security to secure the Personal Information of both Plaintiffs and Settlement Class Members). Joint Decl. ¶ 26. And the claims alleged require generalized proof (e.g., whether Defendant was negligent regarding data security). *Id.* ¶ 27. Thus, predominance is satisfied for settlement purposes. *Id.*

Superiority is satisfied when “class representation is superior to other available methods for the fair and efficient adjudication of the controversy.” Fla. R. Civ. P. 1.220(b)(3). For example,

in *Sosa*, superiority was satisfied because there were “potentially thousands of prospective class members” and the individual claims were “not so large as to economically justify each individual filing a separate action.” 73 So. 3d at 116. Similarly, there are 129,686 Settlement Class Members, and individualized litigation would be impracticable and economically unjustifiable. Joint Decl. ¶ 28. Thus, superiority is satisfied for settlement purposes. *Id.*

In sum, the Settlement Class still satisfies Rule 1.220(a) and Rule 1.220(b)(3). *Id.* ¶ 29. And the Court should finally certify the Settlement Class. *Id.*

B. Final Approval Is Appropriate Under Rule 1.220(e).

Previously, the Court found that “the proposed Settlement is fair, reasonable, and adequate[.]” Prelim. Order ¶ III. Since then, there has been no intervening change in law or fact to disturb the Court’s initial finding. Joint Decl. ¶ 30. The Settlement is still fair, reasonable, and adequate—and final approval is appropriate under Rule 1.220(e). *Id.* ¶ 31; *see also Roubert v. Capital One Fin. Corp.*, 2023 WL 5916714, at *5 (M.D. Fla. Jul. 10, 2023) (“[T]he court is ‘not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial.’”) (quoting *Abercrombie v. TD Bank, N.A.*, 2022 WL 18779705 at *3 (S.D. Fla. Dec. 9, 2022)).

The factors a trial court should consider when determining whether to approve a class action settlement include (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). The Eleventh

Circuit has also identified factors used by Florida courts to evaluate settlements,² which again favor Final Approval of the Settlement here. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994).

1. The likelihood of success at trial.

While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action,³ which include Defendant successfully (i) moving for dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. Joint Decl. ¶ 32. Moreover, even if a class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final

² The factors are (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *See Leverso*, 18 F.3d at 1530 n.6.

³ "Data breach cases . . . are particularly risky, expensive and complex" due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019); *see also In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *20 (E.D. Pa. April 9, 2024) ("Data breach litigation is inherently complex."); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, *15 (N.D. Ga. Mar. 17, 2020) (in data breach "[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve"). For these reasons, data breach cases like this one have been dismissed at the pleading stage and generally face substantial class certification hurdles. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litigation*, 2024 WL 21555221 (D.S.C. May 14, 2024) (denying class certification in a data breach action after concluding proposed class and sub-classes were not ascertainable); *In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226, at *14 (N.D. Cal. Sep. 13, 2011) ("many [data breach class actions] have been dismissed at the pleading stage."); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification in cybersecurity incident class action litigation). Maintaining class certification is often an equally challenging hurdle. *See e.g., Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. Aug. 18, 2023) (decertifying classes).

judgment). *Id.* ¶ 33. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their money now. *Id.* ¶ 34.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, 2016 WL 6902351, at *6 (N.D. Ga. Aug. 23, 2016) (“[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

2. The range of possible recovery and the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable.

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.* This is because a settlement must be evaluated “in light of the attendant risks with litigation.” *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 (“[C]ompromise is the essence of settlement.”).

The risk of establishing damages in this Action was not insignificant. Joint Decl. ¶ 35. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed. *Id.* ¶ 36; *see also Southern Independent Bank*

v. Fred's, Inc., 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. Joint Decl. ¶ 37.

Class Counsel vigorously litigated this Action and believe the Settlement is in the best interest of the Settlement Class. *Id.* ¶ 38. The Settlement offers substantial benefits to the Settlement Class—including both monetary and equitable relief. *Id.* ¶ 39. These benefits are similar to many data breach class action settlements that have been approved. *See, e.g., Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing out-of-pocket expenses up to \$75 and \$20 for lost time, capped at \$75,000 in the aggregate, credit monitoring, and data security enhancements); *Rutledge v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursing out-of-pocket expenses and lost time up to \$180, credit monitoring, and data security enhancements); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursing ordinary expenses up to \$300, extraordinary expenses up to \$3,000, credit monitoring, and data security enhancements).

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. Joint Decl. ¶ 40. The Settlement ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial, and confirms Defendant has taken security measures to protect Settlement Class Members' Personal Information. *Id.* ¶ 41. Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

3. The complexity, expense and duration of litigation.

Given the “particularly risky, expensive and complex” nature of data breach cases, *see* n.3, *supra*, litigating these claims further would have undoubtedly proven difficult and consumed significant time, money, and judicial resources. Joint Decl. ¶ 42. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. *Id.* ¶ 43; *Lee*, 2015 WL 5449813, at *9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012)) (“Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this . . . factor weighs strongly in favor of granting final approval to the Settlement Agreement.”).

At the same time, the Settlement saves the Court and the Parties’ resources and provides immediate relief to the Settlement Class. Joint Decl. ¶ 44. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation, articulated by one court as follows:

The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, it has been held proper to take the bird in the hand instead of a prospective flock in the bush.

Lipuma v. American Express Co., 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005); *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493 (explaining that complex litigation “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive”). In light of the costs, uncertainties, and delays of litigating through trial—to say nothing of an appeal—“the benefits to the class of the present settlement become all the more apparent.” *See Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

4. The substance and amount of opposition to the Settlement.

The Settlement Class fully endorses and supports the Settlement. Joint Decl. ¶ 45. Following the successful Notice Program, discussed herein, the Settlement Class had ample opportunity to opt-out of or object to the Settlement. *Id.* ¶ 46. As of the date of the filing of this motion, only seven members of the Settlement Class have opted-out, and there have been zero objections. Admin Decl. ¶ 17. The deadline to request exclusion from the Settlement or to object to the Settlement is September 15, 2025. *Id.* Should any objections be timely filed, Class Counsel will notify the Court before the Final Approval Hearing. Joint Decl. ¶ 47. The same is true if there are any additional opt-out requests. *Id.*

5. The stage of the proceedings at which the Settlement was achieved.

Courts consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of informal discovery. Joint Decl. ¶ 48. This enabled the Parties to objectively evaluate the strengths and weaknesses of the underlying claims and defenses. *Id.*

Based on the foregoing, it is Class Counsel’s well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id.* ¶ 49. Thus, the Court should grant Final Approval under Rule 1.220.

C. The Notice Program Satisfied Due Process and Rule 1.220.

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by informing them of the pendency of the action and providing an opportunity to be heard or opt-out and must be the “best notice that is practicable under the circumstances.” *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

Here, the Notice Program was timely commenced in accordance with the Preliminary Approval Order. *See* Admin Decl. ¶¶ 4–23. And 98.64% of the Settlement Class received direct notice. Admin Decl. ¶ 16. This meets—and even exceeds—the requirements of Florida law and due process. Joint Decl. ¶ 50; *see also* Admin Decl. ¶ 22 (“With the provision of direct Notice through email and mail, the Notice Program for this Settlement was the best notice practicable under the circumstances and complied with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the State of Florida.”). Thus, the Court should approve the Notice Program.

D. The Requested Attorney Fees Are Proper and Warrant Approval.

Class Counsel respectfully requests that the Court award \$300,000.00 in attorney fees and litigation costs. *Id.* ¶ 51. Following receipt of Notice, no Settlement Class Member has objected to the amount of attorney fees requested. Admin Decl. ¶ 17. Class Counsel’s request is within the

range of reason under established Florida law, as it was calculated by analyzing Plaintiffs' Counsel's lodestar and applying a contingency risk multiplier. Joint Decl. ¶ 52. For the reasons set forth below, the requested attorney fees are reasonable upon considering the time and effort devoted to the prosecution of the Action, the risks undertaken, and the results achieved through the Settlement. *Id.* ¶ 53.

Pursuant to the Settlement Agreement, and consistent with recognized class action practice and procedure, Plaintiffs respectfully request an award of attorney fees and litigation costs totaling \$300,000.00, to be paid separate and apart from other Settlement Class Member Benefits made available under the Agreement. Agreement ¶ 92–93. Plaintiffs and Defendant negotiated and reached agreement regarding attorney fees and costs only after reaching agreement on all other material Settlement terms. Joint Decl. ¶ 54. The requested fee is within the range of reason under established Florida law. *Id.* ¶ 55. For the reasons detailed herein, Plaintiffs submit that the requested fee is appropriate, fair, and reasonable and respectfully request that it be approved by the Court. *Id.*

In a class action case, “the trial court should have broad discretion to determine whether the fees requested ... are fair and reasonable in order to protect the interests of the class members.” *Nelson v. Wakulla Cnty.*, 985 So. 2d 564 (Fla. 1st DCA 2008). To calculate the fee award, the Court should examine Plaintiffs' Counsel's lodestar (the hours reasonably expended at appropriate hourly rates), enhanced by a contingency risk and/or results achieved multiplier. Joint Decl. ¶ 56. In *Kuhnlein*, the Court identified the various factors⁴ for determining the reasonableness of

⁴ The *Kuhnlein* factors are “(1) the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee, or rate of fee, customarily charged in the locality for legal services of a

attorney fees. 662 So. 2d at 323 n.5; *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the requested \$300,000.00. Joint Decl. ¶ 57. And the requested award equates to a modest risk multiplier of 2.26—which should be applied “in recognition of the substantial benefit class counsel conferred upon the class members.” *Id.* ¶ 60; *Kuhnlein*, 662 So. 2d at 315.

1. The time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly.

Prosecuting and settling the Action demanded considerable time, labor, and skill. Joint Decl. ¶ 61. Plaintiffs’ Counsel’s work on this matter includes: investigating the cause and effects of alleged compromise of Plaintiffs’ and Settlement Class Members’ Personal Information; interviewing potential clients; evaluating the potential class representatives; contributing to the evaluation of the merits of the Action before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the relevant notices of settlement, the Motion for Preliminary Approval, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our class representatives. *Id.* ¶ 62. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id.* ¶ 63.

comparable or similar nature; (4) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained; (5) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and (8) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.” 662 So. 2d at 323 n.5.

“[P]rosecution and management of a complex national class action requires unique legal skills and abilities.” *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for data breach litigation. *See e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (“The realm of data breach litigation is complex and largely undeveloped.”); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954 (E.D. Pa. Sep. 24, 2019) (“This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare.”); *In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 (N.D. Cal. Sep. 13, 2011) (noting that “many [data breach class actions] have been dismissed at the pleading stage”).

Further, as explained *supra*, the Action presented complex questions of law and fact. *See* n.4, *supra*; Joint Decl. ¶ 64. As a result, the Settlement Class may never have secured relief, financial or otherwise, absent this Settlement. *Id.* ¶ 65. Without reaching a swift settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft. *Id.* ¶ 66. Accordingly, the requested attorneys’ fee award considers the novel, complex, and difficult nature of data breach class action cases, and appropriately compensates Class Counsel’s ability to resolve this matter efficiently while recovering the maximum amount available to the Settlement Class in a timely manner. *Id.* ¶ 67.

Indeed, Class Counsel’s skill and experience in complex class action litigation weigh in favor of the requested attorneys’ fee award. *Id.* ¶ 68. Class Counsel’s background and the background of the supporting attorneys and staff demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation—particularly data breach class action litigation—and are well-credentialed and equal to the difficult and novel tasks at hand. *Id.* ¶ 69.

Settlement Class Counsel's attorneys' fee request is commensurate with that experience, which was leveraged here to procure the Settlement via early resolution of the Action. *Id.* ¶ 70.

2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.

This Action has required substantial time and labor from the attorneys. *Id.* ¶ 71. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Plaintiffs' Counsel's ability to work on other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation. *Id.* ¶ 72.

3. The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature.

Plaintiffs' Counsel have significant and unique legal experience in consumer class action litigation, and data breach litigation specifically. *Id.* ¶ 73. The hourly rates charged by Plaintiffs' Counsel range from \$125.00 per hour for a legal assistant to \$1,025.00 per hour for a partner. *Id.* ¶ 73. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. *Id.* ¶ 74; *see, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, 2021 WL 1186811, at *4 (M.D. Fla. Mar. 19, 2021) (approving rate of \$800 for partners and \$458 for associates and paralegal rates of \$150 and \$195 in recognition that "[c]ommercial class action law is sufficiently specialized that it should be considered a national market"); *Jackson v. Wendy's Int'l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorney fees utilizing lodestar crosscheck with rates of up to \$950.00 for partners and \$575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving

partner rates of \$950.00 and \$717.00 for associate). Given the experience, reputation, and skills of Plaintiffs' Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Joint Decl. ¶ 75. And courts around the country have approved these rates as reasonable. *Id.* ¶ 76.

Plaintiffs' Counsel's lodestar (hours x hourly rates) is \$132,743.26. *Id.* ¶ 77.⁵ Notably, Class Counsel will spend more time after Final Approval assisting the Settlement Administrator with distribution of the Cash Payments and attending to other Settlement administration matters. *Id.* ¶ 78.

Under Florida law, a multiplier up to five is acceptable. *Kuhnlein*, 662 So. 2d at 315 (“[A] multiplier which increases fees to five times the accepted hourly rate is sufficient to alleviate the contingency risk factor[.]”). Here, Class Counsel requests a modest 2.26 multiplier, which is justified in light of the fact that Plaintiffs' Counsel rendered service without compensation, achieved an excellent result, and offered reasonable billing rates given their experience. *See* Joint Decl. ¶ 79. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. *Id.* ¶ 80. The financial risks borne by Plaintiffs' Counsel fully support the fee requested. *Id.* ¶ 81. Other courts have awarded fees in data breach and data privacy cases relying on risk multipliers in the excess of the multiplier Class Counsel request here. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *39–40 (N.D. Ga. Mar. 17, 2020) (finding multiplier of 2.62 reasonable and within the typical range); *In re Facebook Biometric Info. Priv. Litig.*, 2022 WL 822923, at *1–*2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy case); *see also Martin v. Lake Cty.*, No. 2009-CA5295, 2016 Fla.

⁵ This amount does not include an estimated 20 hours that Class Counsel will spend preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier. *See* Joint Decl. ¶ 79.

Cir. LEXIS 2272, *24 (quoting *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla 2007)) (“Florida’s lodestar analysis is patterned after, ‘lodestar multipliers in larger and complicated class actions range from 2.26 to 4.5, while three appears to be the average.’”); *Roberts v. Capital One, N.A.*, No. 16 Civ. 4841 (LGS), (S.D.N.Y. Dec. 20, 2020) (awarding of 30% of the settlement fund or \$5,100,000, resulting in a 2.22 multiplier). The requested attorneys’ fee award sought here is squarely in line with fee awards approved in other data breach class action cases. Joint Decl. ¶ 82.

4. The significance of, or amount involved in the subject matter of the representation, the responsibility involved in the representation, and the results obtained.

This Action raised issues of genuine importance to the 129,686 current and former patients of Defendant who were impacted by the Cyber Incident. Joint Decl. ¶ 83. Because of the significant risks associated with this Action and potential barriers faced by the Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class that includes both monetary and equitable relief. *Id.* ¶ 84. Such a result supports the requested fee award. *See, e.g., Kuhnlein*, 662 So. 2d at 315; *Pinto*, 513 F. Supp. 2d at 1342; *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360 (S.D. Fla. 2007); *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (explaining that a “critical factor is the degree of success obtained”); *Behrens*, 118 F.R.D. at 547–48 (“The quality of work performed in a case that settles before trial is best measured by the benefit obtained.”); *Marty v. Anheuser-Busch Cos., LLC*, 2015 WL 6391185, at *2 (S.D. Fla. Oct. 22, 2015) (“[The] trial court properly concluded that ‘class received substantial benefit’ from label change that removed allegedly misleading statement . . . and non-monetary relief was properly considered in evaluating attorneys’ fees[.]”).

5. The time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client.

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance. Joint Decl. ¶ 85. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *Id.* ¶ 86. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *Id.* ¶ 87.

6. The nature and length of the professional relationship with the client.

Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. *Id.* ¶ 88. The investigation, prosecution, and settlement of this Action has required a substantial amount of Class Counsel's time and effort. *Id.* ¶ 89. Class Counsel spent significant time working with the Plaintiffs—investigating the Action and keeping them informed of the progress of the Action. *Id.* ¶ 90.

7. Experience of the lawyers, and the efficient provision of services.

Class Counsel have demonstrated their skills, experience, and reputation. *Id.* ¶ 91. Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation. *Id.* ¶ 92. There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. *Id.* ¶ 93. In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of this Action as well as with other data breach cases. *Id.* ¶ 94. The substantial monetary and equitable relief provided by the Settlement reaffirm that Class Counsel provided

effective and efficient representation. *Id.* ¶ 95.

8. Whether the fee is fixed or contingent, and if fixed as to the amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in this Action. *Id.* ¶ 96. The fully contingent nature of this representation strongly supports the requested fee award. *Id.* ¶ 97. Indeed, “[a] contingency fee arrangement often justifies an increase in the award of attorneys’ fees.” *Behrens*, 118 F.R.D. at 548; *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a case has been prosecuted on a contingent basis, plaintiffs’ counsel must be compensated adequately for the risk of non-payment); *Ressler*, 149 F.R.D. at 656 (“Numerous cases recognize that the attorney’s contingent fee risk is an important factor in determining the fee award”); *Walters v. Atlanta*, 652 F. Supp. 755, 759 (N.D. Ga. 1985), *modified*, 803 F.2d 1135 (11th Cir. 1986); *York v. Alabama Senate Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986).

As the *Behrens* court observed:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer... A contingency fee arrangement often justifies an increase in the award of attorney’s fees. This rule helps assure that the contingency fee arrangement endures. If this “bonus” methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548.

That multiplier specifically addresses the contingent nature of Class Counsel’s representation of Plaintiffs, the putative class, and now the Settlement Class and the results Class Counsel obtained for them. *See Kuhnlein*, 662 So. 2d at 315. Class Counsel received no

compensation during the course of this Action and have incurred expenses litigating on behalf of the Settlement Class before this Court, which they risked losing had Defendant prevailed at the motion to dismiss, summary judgment, class certification, trial, or appellate stages. Joint Decl. ¶ 98. From the time Class Counsel filed the Action, there existed a real possibility they would achieve no recovery and, hence, no compensation. *Id.* ¶ 99.

E. The Requested Costs Were Necessary and Support Approval.

Further, Class Counsel has also incurred reasonable and necessary costs to pursue the claims in this Action. Joint Decl. ¶ 100; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). To date, those costs are \$3,454.09, including filing fees, service of process fees, and *pro hac vice* fees. Joint Decl. ¶ 101. The costs requested are included in the \$300,000 attorneys' fees request.

F. The Requested Service Awards Are Proper and Warrant Approval.

Plaintiffs respectfully request a \$2,000.00 Service Award for each Class Representative to compensate them for their work in filing the Action and facing the risks associated with serving as a Class Representative. Agreement ¶ 92. In prosecuting this action, the Class Representatives expended time and effort and took significant financial and reputational risks for the benefit of the putative class as a whole, thus, imposing a burden on them out of proportion to their individual stakes in the matter. Joint Decl. ¶ 102.

The Court should approve a \$2,000.00 Service Award for each Class Representative, as they are just, fair, and reasonable. *Id.* ¶ 103. Furthermore, Defendant does not oppose such an award. *Id.* ¶ 104. Notably:

Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided during the course of class action litigation. Such awards are justified when the class representatives expend considerable time and effort on the case,

especially by advising counsel, or when they risk retaliation as a result of their participation. In addition, the magnitude of the relief the named plaintiffs obtain on behalf of the class may warrant a substantial incentive award.

Dreidame v. Village Center Community Development Dist., No. 2007-CA-3177, 2008 WL 7079074 (Fla. 5th Jud. Cir. (Lake County) Mar. 29, 2008); *see Cole v. Echevarria, McCalla, Raymer, Barrett & Frappier*, No. 98-3763, 2008 WL 6161610 (Fla. 2d Jud. Cir. (Leon County) Mar. 26, 2008) (“Courts have approved incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.”).

Florida courts have approved service awards far greater than the \$2,000.00 per Settlement Class Representative sought here. *See, e.g., Hands on Chiropractic PL v. Infinity Indem. Ins. Co.*, No. 2017-CA-011237-O, 2020 WL 5640827 (Fla. 9th Jud. Cir. (Orange County) Aug. 21, 2020) (approving \$5,000 service award); *Lewis v. PGT Industries, Inc.*, No. 502013CA011785XXXXMB, 2020 WL 10817495 (Fla. 15th Jud. Cir. (Palm Beach County) Apr. 29, 2020) (approving service awards ranging from \$7,500 to \$15,000); *Broward Psychology, P.A. v. Singlecare Services, LLC*, No. CACE-18-022689, 2019 WL 3715043 (Fla. 17th Jud. Cir. (Broward County) June 04, 2019) (approving \$5,000 service award).

“The factors for determining a service award include: “(1) the actions the class representatives took to protect the interests of the class; (2) the degree to which the class benefited from those actions; and (3) the amount of time and effort the class representatives expended in pursuing the litigation.” *In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036-JLK, 2020 WL 4586398, at *16 (S.D. Fla. 2020). Here, all three factors support the requested Service Awards. Joint Decl. ¶ 105. After all, Class Representatives have actively followed this matter even prior to the complaints being filed in this Action and have made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client

interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Agreement, and for answering Class Counsel's many questions. *Id.* ¶ 106. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and are upon consideration of the overall benefit conferred on the Settlement Class. *Id.* ¶ 107.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request the Court enter a Final Approval Order: (1) finally certifying the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220; (2) granting Final Approval of the Settlement as fair, adequate and reasonable; (3) finding that the Notice Program satisfied the Preliminary Approval Order; (4) reaffirming the appointment of Mariya Weekes of Milberg Coleman Bryson Phillips Grossman and Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel; (5) reaffirming the appointment of Plaintiffs as Class Representatives; (6) approving the requested award of attorney fees, costs, and services awards; and (7) awarding such other and further relief as the Court deems just and proper. A proposed Final Approval Order is attached as ***Exhibit D***.

DATE: August 28, 2025.

Respectfully submitted,

/s/ Jeff Ostrow
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Class Counsel for Plaintiffs and the Settlement Class

CERTIFICATE OF CONFERRAL PURSUANT TO FLA. R. CIV. P. 1.202

I hereby certify that prior to filing this motion, I discussed the relief requested in this motion via email with Defendant's counsel who, consistent with the Settlement Agreement, represented that Defendant agrees to the Final Approval of the Settlement and does not oppose the attorneys' fees and costs and Service Awards sought herein.

DATE: August 28, 2025.

Respectfully submitted,

/s/ Jeff Ostrow
Jeff Ostrow (FBN 121452)
Kristen Lake Cardoso (FBN 44401)
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CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

DATE: August 28, 2025.

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow (FBN 121452)

Kristen Lake Cardoso (FBN 44401)

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EXHIBIT A

**IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

**DONALD COBEAN, KIMBERLY
LESZCZYNSKI, Lyla NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN** individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

**GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,**

Defendant.

Case No.: CACE-25-006316 (3)

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement¹ is entered into between Plaintiffs, Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffman, Sharon Hoffman, Lyla Natal, and Kimberly Leszczynski, on behalf of themselves and the Settlement Class, and Defendant, Gastroenterology Associates of Central Florida, P.A., dba Center for Digestive Health, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a healthcare provider that focuses on disorders related to the digestive

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

system.

2. As part of its business, Defendant collects, maintains, and stores Personal Information pertaining to thousands of its current and former patients, including, but not limited to, patients' names, Social Security numbers, dates of birth, financial account information, and health information.

3. On or about April 11, 2024, an unauthorized actor accessed certain files and data stored within Defendant's network that contain PII and PHI, including names, Social Security numbers, dates of birth, financial account information, and health information of approximately 122,000 individuals.

4. As a result, in March of 2025, Plaintiffs filed their respective class actions against Defendant in Orange County Circuit Court, asserting various causes of action, including, but not limited to negligence, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty, aiming to represent a nationwide class of impacted individuals.

5. Shortly after the filing of the six actions, the Parties began discussing settlement. In connection with settlement discussions, Defendant provided Plaintiffs with information related to, among other things, the nature and cause of the incident, the number and geographic location of individuals impacted by the Cyber Incident, and the specific type of information potentially accessed.

6. After multiple rounds of arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the settlement on April 24, 2025, and executed a Term Sheet containing the essential terms of the settlement agreement.

7. Based on information produced by Defendant in response to Plaintiffs' discovery

requests, the Parties determined venue of this action is appropriate in Broward County; accordingly, Plaintiffs dismissed their respective Orange County actions without prejudice and filed a Class Action Complaint in this Action on April 29, 2025.

8. Plaintiffs' Class Action Complaint (the operative Complaint) alleges claims against Defendant for negligence, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty on behalf of a putative national class.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in any of the complaints or in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the

receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

10. “**Action**” means the class action lawsuit entitled: *Cobean et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316.

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

12. “**Cash Payment**” means compensation paid to Settlement Class Members who submit a Valid Claim for ordinary losses or extraordinary losses.

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

14. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

15. “**Claim Form Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 15 days before the initial scheduled Final Approval Hearing, which is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member Benefit.

16. “**Claimant**” means a Settlement Class member who submits a Claim Form.

17. “**Class Counsel**” means: Mariya Weekes of Milberg Coleman Bryson Phillips Grossman and Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A.

18. “**Class List**” means a list of Settlement Class members. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in

Defendant's records. The Class List shall include the Settlement Class members' full names, current addresses, email addresses, and last known phone numbers (if available from Cyber Incident notice materials).

19. **"Class Representatives"** means Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffman, Sharon Hoffman, Lyla Natal, and Kimberly Leszcynski.

20. **"Complaint"** means the Class Action Complaint filed by Plaintiffs in this Action.

21. **"Court"** means the Circuit Court in and for Broward County, Florida, and the Judge(s) assigned to the Action.

22. **"Credit Monitoring"** means two years of credit monitoring through one bureau, including at least \$1,000,000.00 in identity theft protection insurance.

23. **"Cyber Incident"** means the unauthorized access to the Personal Information on or around April 11, 2024.

24. **"Defendant"** means Gastroenterology Associates of Central Florida, P.A., dba Center for Digestive Health

25. **"Defendant's Counsel"** means David Ross of Wilson Elser LLP.

26. **"Effective Date"** means the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

27. **"Final Approval"** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

28. **"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.

29. **"Final Approval Order"** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

30. **"Long Form Notice"** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

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

32. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

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

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

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

36. **"Objection Period"** means the period that begins the day after the earliest day on

which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

37. **“Opt-Out Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initially scheduled Final Approval Hearing.

38. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

39. **“Personal Information”** means both PII and PHI.

40. **“Personally Identifiable Information”** or **“PII”** means information collected by Defendant, directly or indirectly, pertaining to its employees and/or patients, including, but not limited to, full names, addresses, Social Security numbers, and financial information.

41. **“Plaintiffs”** means Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffman, Sharon Hoffman, Lyla Natal, and Kimberly Leszcynski.

42. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class members by mail or if available, email.

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

44. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

45. **“Protected Health Information”** or **“PHI”** means information maintained by Defendant related to employees’ or patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records.

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

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

48. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

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

50. “**Service Award**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

51. “**Settlement Administrator**” means CPT Group, Inc., the third-party notice and

claims administrator.

52. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

53. **“Settlement Class”** means all persons residing in the United States whose Personal Information was potentially accessible in the Cyber Incident affecting Defendant that Defendant discovered on or around April 11, 2024, including the persons to whom Defendant mailed notification letters on or about February 25, 2025. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

55. **“Settlement Class Member Benefit”** means the Credit Monitoring and/or Cash Payment elected by Settlement Class Members.

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

57. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the end of the Claim Form Period, or, if submitted online, submitted by 11:59 p.m. Eastern time on the last day of the Claim Form Period; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

58. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

59. Settlement Class Member Benefits

The Settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a Valid Claim to the Settlement Administrator. When submitting a Valid Claim, Settlement Class Members may submit claims for Credit Monitoring

and Cash Payments (extraordinary losses or ordinary losses, including Lost Time). If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

60. **Credit Monitoring**

In addition to electing a Cash Payment, Settlement Class members may make a Claim for Credit Monitoring for two years with one bureau, including at least \$1,000,000.00 in identity theft protection insurance. The Settlement Administrator shall be responsible for administering the provision of Credit Monitoring services.

61. **Cash Payments**

a. **Compensation for Ordinary Losses:** Compensation for unreimbursed ordinary losses fairly traceable to the Cyber Incident, may be up to a total of \$2,000.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. These ordinary losses may include the following:

i. ***Out of pocket expenses incurred*** as a result of the Cyber Incident, including (without limitation) Lost Time, bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

ii. ***Fees for credit reports, credit monitoring, or other identity***

theft insurance product purchased between February 21, 2024, and the date of the Claim Form Deadline.

b. **Compensation for Extraordinary Losses:** Compensation for extraordinary losses for up to \$7,500.00 per person, if the extraordinary loss is: (i) an actual, documented, and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) 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.

c. **Compensation for Lost Time:** Settlement Class Members with time spent remedying issues related to the Cyber Incident may receive reimbursement of \$25.00 per hour up to 3 hours (for a total of \$75.00). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000.00 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with require third-party documentation.

62. **Business Practice Changes & Confirmatory Discovery**

Plaintiffs have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class broken down by state of residence, the facts and circumstances of the Cyber Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' Personal Information. Defendant will provide a confidential declaration to Class

Counsel upon request describing its information security improvements since the Cyber Incident and estimating the annual cost of those improvements.

V. Settlement Approval

63. Class Counsel shall file a Motion for Preliminary Approval by June 6, 2025.

64. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim submission process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes of Milberg Coleman Bryson Phillips Grossman and Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel; (7) appoint the Plaintiffs as Class Representatives; (8) appoint GPT Group, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

65. The Parties agree that, subject to Court approval, CPT Group, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

66. The Settlement Administrator shall administer various aspects of the Settlement as

described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

67. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and posting the Long Form Notice on the Settlement Website to answer the frequently asked questions of Settlement Class members who have such inquiries;
- e. Responding to any mailed Settlement Class member inquiries;
- f. Processing all opt-out requests from the Settlement Class;

- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number, type and amount of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming 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, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms submitted by Settlement Class members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;
- l. Sending an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code; and
- m. Any other Settlement administration function at the instruction of Class

Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

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

68. Defendant will make available to the Settlement Administrator the Class List no later than 20 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

69. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

70. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. The Settlement Administrator shall establish the Settlement Website no later than

the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

72. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

73. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received

with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

74. For an objection to be considered by the Court, the objection must also set forth:
 - a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether each counsel will appear at the Final Approval Hearing;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's

or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

75. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

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

VIII. Claim Form Process and Disbursement of Cash Payments

77. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

78. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

79. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

80. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

81. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and

Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

82. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

83. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;

- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

84. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

85. The Settlement Administrator shall provide all information gathered in

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

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

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 5 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth in paragraph 82 herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 20 days of the invoice.

88. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 60 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 60 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds

are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

IX. Final Approval Order and Final Judgment

90. 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 original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

91. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any

of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

92. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,000.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

93. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and cost of up to \$300,000.00, to be paid by Defendant separate from the Settlement Class Benefits. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

94. This Settlement is not contingent on approval of the request for attorneys' fees and costs or 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. The provisions for

attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

95. 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 Cyber Incident or the Action 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, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

96. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

97. 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

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

100. Defendant shall have the option to terminate this Agreement if more than 2% of the Settlement Class opts-out of the Settlement. Defendant shall notify Class Counsel and the Court

of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

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

XIII. Effect of Termination

102. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

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

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

106. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

107. Neither the Settlement, nor any act performed or document executed pursuant to or

in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by 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.

108. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

109. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement 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 Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

111. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

112. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

113. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

114. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

115. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

116. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

117. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

118. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

Mariya Weekes
Milberg Coleman Bryson Phillips Grossman
201 Sevilla Ave., Ste. 200
Coral Gables, FL 33134

mweekes@milberg.com

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

If to Defendant or Defendant's Counsel:

David Ross
Wilson Elser LLP
1500 K Street, NW, Ste. 330
Washington, DC 20005
David.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

121. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

122. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or

she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

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

125. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

PLAINTIFFS


DONALD COBEAU
Plaintiff

CATHERINE SANDERS
Plaintiff

WANDA MOYENO
Plaintiff

GEORGE HOFFMAN
Plaintiff

SHARON HOFFMAN
Plaintiff

LYLA NATAL
Plaintiff

KIMBERLY LESZCZYNSKI
Plaintiff

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.

PLAINTIFFS

DONALD COBEAN

Plaintiff

Catherine Sanders

Catherine Sanders (May 15, 2025 10:43 EDT)

CATHERINE SANDERS

Plaintiff

WANDA MOYENO

Plaintiff

GEORGE HOFFMAN

Plaintiff

SHARON HOFFMAN

Plaintiff

LYLA NATAL

Plaintiff

KIMBERLY LESZCZYNSKI

Plaintiff

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.

PLAINTIFFS

DONALD COBEAN
Plaintiff

CATHERINE SANDERS
Plaintiff

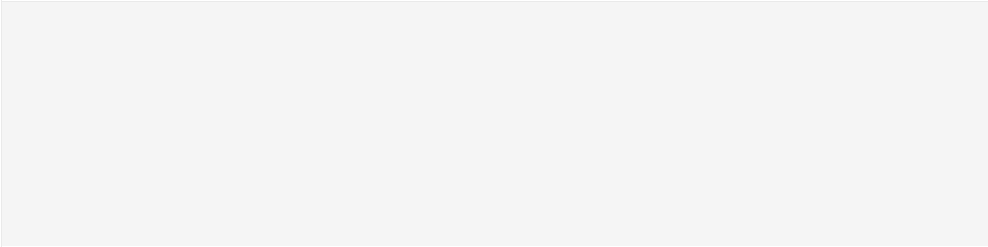

Wanda Moyeno (May 22, 2025 12:43 EDT)
WANDA MOYENO
Plaintiff

GEORGE HOFFMANN
Plaintiff

SHARON HOFFMANN
Plaintiff

LYLA NATAL
Plaintiff

KIMBERLY LESZCZYNSKI
Plaintiff



2025.5 Gastro Assoc of CF Settlement Agreement Final[1]
Created May 20, 2025 8:57 AM

Status: Signed

Message: Please review and sign the corrected agreement. Thank you.

Actions

- Create a Template
- Download PDF
- Download Audit Report
- Report Abuse
- Remind
- Add Notes
- Download Individual Documents (1)
- > 1 Recipient (1 Completed)
- > Activity

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.

PLAINTIFFS

- DONALD COBEAN
Plaintiff
- CATHERINE SANDERS
Plaintiff
- WANDA MOYENO
Plaintiff
- George Hoffmann*
Plaintiff
- GEORGE HOFFMANN
Plaintiff
- SHARON HOFFMANN
Plaintiff

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.

PLAINTIFFS

DONALD COBEAN
Plaintiff

CATHERINE SANDERS
Plaintiff

WANDA MOYENO
Plaintiff

GEORGE HOFFMANN
Plaintiff


Sharon Hoffmann (May 20, 2025 12:32 EDT)

SHARON HOFFMANN
Plaintiff

LYLA NATAL
Plaintiff

KIMBERLY LESZCZYNSKI
Plaintiff

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.

PLAINTIFFS

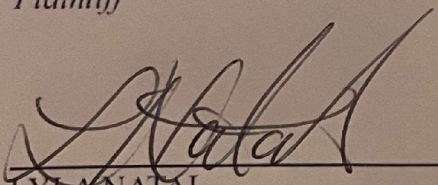
DONALD COBEAN
Plaintiff

CATHERINE SANDERS
Plaintiff

WANDA MOYENO
Plaintiff

GEORGE HOFFMAN
Plaintiff

SHARON HOFFMAN
Plaintiff



LYLA NATAL
Plaintiff

KIMBERLY LESZCZYNSKI
Plaintiff

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.

PLAINTIFFS

DONALD COBEAN

Plaintiff

CATHERINE SANDERS

Plaintiff

WANDA MOYENO

Plaintiff

GEORGE HOFFMAN

Plaintiff

SHARON HOFFMAN

Plaintiff

LYLA NATAL

Plaintiff

Kimberly leszczynski

Kimberly leszczynski (May 15, 2025 11:42 EDT)

KIMBERLY LESZCZYNSKI

Plaintiff

CLASS COUNSEL

Mariya Weekes

Mariya Weekes (May 15, 2025 12:12 EDT)

MARIYA WEEKES

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN

Jeffrey Ostrow

Jeffrey Ostrow (May 15, 2025 12:06 EDT)

JEFF OSTROW

KOPELOWITZ OSTROW P.A.

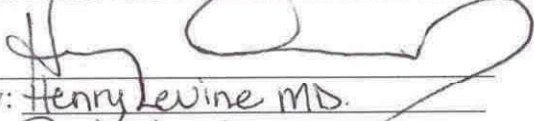
Kristen Lake Cardoso

Kristen Lake Cardoso (May 15, 2025 12:07 EDT)

KRISTEN LAKE CARDOSO

KOPELOWITZ OSTROW P.A.

GASTROENTEROLOGY ASSOCIATES OF CENTRAL FLORIDA, P.A.,
DBA CENTER FOR DIGESTIVE HEALTH


By: Henry Levine MD.
Its President

COUNSEL FOR DEFENDANT



May 14, 2025

DAVID ROSS

WILSON ELSER LLP

— EXHIBIT 1 —

Court-Approved Legal Notice

Center for Digestive Health Cyber Incident, Case No. CACE-25-006316,
Circuit Court of the Seventeenth Judicial
District in and for Broward County,
Florida

If your Personal Information was implicated in the Cyber Incident involving Center for Digestive Health on or around April 11, 2024, you may be entitled to a cash payment from a settlement.

*A Court has authorized this Notice.
This is not a solicitation from a lawyer.*

PRESOTED
First Class
US Postage
PAID

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
Passcode: «Passcode»
«Name»
«Address1» «Address2»
«City», «State» «Zip»

A settlement has been reached for a class action lawsuit against Gastroenterology Associates of Central Florida, P.A., d/b/a Center for Digestive Health (“Defendant”) arising out of a Cyber Incident (“Incident”) Defendant identified on or around April 11, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. Plaintiffs allege that as a result of the Incident, there was unauthorized accessibility of their Personal Information. Defendant denies any wrongdoing or liability.

Who is Included? Records show you may be a member of the Settlement Class, defined as: all living individual residing in the United States whose Personal Information was implicated in the Incident, including those who were sent a notice by Defendant that their Personal Information may have been impacted in the Incident. Defendant sent the notice in February 2025.

What does the Settlement Provide? You can file a Claim Form to receive one or more of the following benefits:

Credit Monitoring: In addition to a Cash Payment, you may submit a claim for two years (2) of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment: You may submit a claim for Ordinary Losses including Lost Time up to \$2,000 and/or Extraordinary Losses up to \$7,500. You must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident.

The easiest way to submit a claim is online at www.gacfdatasettlement.com. Use the CPT ID and Passcode located on the front of this postcard to access your claim form. Your Claim Form must be submitted by [Date]

Other Options. If you do not want to be bound by the Settlement, you must opt out by [Date]. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties from the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by [Date]. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement, any judgments, and orders. The Court will hold a Final Approval Hearing on [Date], to consider whether to approve the Settlement, the requested Service Awards of \$2,000 per Plaintiff, attorneys’ fees and costs of up to \$300,000, and any objections. You or your own attorney may attend and ask to appear at the hearing, but are not required to do so.

This notice is a summary. Learn more about the Settlement at www.gacfdatasettlement.com, or by calling toll free [Toll-free number].

— EXHIBIT 2 —

If your Personal Information was involved in the Cyber Incident involving Center for Digestive Health on or around April 11, 2024, you may be entitled to a cash payment from a settlement.

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

- A settlement has been reached in a class action lawsuit against Gastroenterology Associates of Central Florida, P.A., dba Center for Digestive Health (“Defendant”) arising out of a Cyber Incident (“Incident”) that Defendant identified on or around April 11, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuit alleges claims against Defendant for negligence, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty on behalf of a putative national class.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Personal Information was impacted in the Incident.
- If you are a Settlement Class Member, you may be eligible to receive **one or more** of the following benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment:

Ordinary Losses and Lost Time: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including Lost Time up to three (3) hours at \$25 per hour for time remediating issues related to the Incident.

Extraordinary Losses: You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

This Notice may affect your rights. Please read it carefully.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment and/or credit monitoring.	Online or Postmarked by [Date]
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by [Date]
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [Date] about the fairness of the Settlement, with or without your own attorney.	Received by [Date]
DO NOTHING	Get no payment or credit monitoring and be bound by the terms of the 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. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida is overseeing this class action. The lawsuit is known as *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health, is called the “Defendant.”

Plaintiffs filed this lawsuit against Defendant, individually, and seeking to act on behalf of employees and patients of Defendant whose PII, including but not limited to full names, addresses, Social Security numbers, and financial information, and PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records, was potentially impacted in the Incident.

Plaintiffs allege on or around April 11, 2024, as a result of the Incident, there was unauthorized accessibility of their Personal Information. Plaintiffs brought this lawsuit against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffmann, Sharon Hoffmann, Lyla Natal, and Kimberly Leszcynski.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was potentially impacted in the Incident. You may have been sent notice regarding the Incident in February 2025.

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.gacfdatasettlement.com or call the Settlement Administrator's toll-free number at [Toll-free number].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment Options: You may be eligible for Ordinary Losses including Lost Time **and/or** Extraordinary Losses.

Ordinary Losses: You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including up to three (3) hours at \$25 per hour for time remedying issues related to the Incident.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Lost Time. Settlement Class Members with time spent remedying issues related to the Incident may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

Extraordinary Loss. You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

Section XI of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.gacfdatasettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at www.gacfdatasettlement.com by **[Date]** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **[Date]**. Claim Forms are also available on the Settlement Website at www.gacfdatasettlement.com by **[Date]**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **[Date]** or by calling **[Toll-free number]** or by or by writing to:

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email]@cptgroup.com

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email]@cptgroup.com

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitor Services will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.gacfdatasettlement.com for updates.

THE LAWYERS REPRESENTING YOU

Yes, the Court has appointed Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. The address to contact Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. is 1 West Las Olas Blvd, Suite 500, Fort Lauderdale, FL 33301. The address to contact Mariya Weekes of Milberg Coleman Bryson Phillips Grossman is 201 Sevilla Avenue, Suite 200, Coral Gables, Florida 33134.

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to \$300,000. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Awards will be made available on the Settlement Website at www.gacfdatasettlement.com.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **[Date]**:

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot opt out (exclude yourself) by telephone or by email.

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get the settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **[Date]**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **[Date]** stating you object to the Settlement in *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection, 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;
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel and/or lawyer's law firm have objected to a class action settlement within the preceding 5 years;

- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A statement confirming whether you and/or your lawyer(s) intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **[Date]**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Broward County Central Courthouse Judicial Complex, West Building 201 S.E. 6th Street Fort Lauderdale, FL 33301 4th Floor, Room: 04130	Jeff Ostrow Kristen Lake Cardoso Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg Coleman Bryson Phillips Grossman 201 Sevilla Avenue, Suite 200 Coral Gables, FL 33134	David Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	Center for Digestive Health Cyber Incident c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 9260

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

The Court will hold a Final Approval Hearing on **[Date/Time]** before the Honorable **[Judge]** at the Broward County Courthouse, **[Address]**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.gacfdatasettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF I DO NOTHING

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.gacfdatasettlement.com. You may get additional information at www.gacfdatasettlement.com, by calling [Toll-free number], or by writing to:

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email]@cptgroup.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S
CLERK OFFICE REGARDING THIS NOTICE.**

— EXHIBIT 3 —

**Must be postmarked or submitted online
NO LATER THAN [DATE]**

Center for Digestive Health Cyber Incident
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
www.gacfdatasettlement.com

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been implicated in the Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health cyber incident (“Incident”) that took place on or about April 11, 2024, and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at www.gacfdatasettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one of more of these benefits:

- **Credit Monitoring:** In addition to electing a Cash Payment, you may submit a claim for two years (2) of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.
- **Cash Payments:** You can submit a claim for Ordinary Losses including Lost Time **and/or** Extraordinary Losses.

Compensation for Ordinary Losses: You may be eligible for reimbursement up to \$2,000 per person with supporting documentation showing that you incurred losses as a result of the Incident.

Compensation for Lost Time: You may be eligible for reimbursement for up to three (3) hours at \$25 per hour (for a total of \$75) for time remedying issues related to the Incident. Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

Compensation for Extraordinary Losses: You may be eligible for reimbursement up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred **after** the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

For more information and complete instructions visit www.gacfdatasettlement.com.

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by mail or emailing [\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com).

[illegible][illegible][illegible]

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[illegible]

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Credit Monitoring Services

You can receive two years (2) years of free credit monitoring services including at least \$1,000,000.00 in identity theft protection insurance. You can choose this option even if you also chose a Cash Payment.

Please check below to receive the Credit Monitoring Services benefit.

☐ Receive 2 years of Credit Monitoring Services

1. Documented Ordinary Losses: If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Incident and have not been reimbursed for that money you can receive reimbursement for up to \$2,000 total, including your claim for Lost Time.

Examples of ordinary losses include: out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute) data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting

documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

2. Lost Time: If you spent time dealing with issues related to the Incident, you may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

To obtain reimbursement under Lost Time, round up to the nearest hour and check only one box.

☐ 1 Hour

☐ 2 Hours

☐ 3 Hours

Description of Lost Time spent dealing with issues related to the Incident

3. Documented Extraordinary Losses: You can receive reimbursement for documented extraordinary losses for up to \$7,500 total that were incurred as a result of the Incident if: (1) The loss is an actual, documented, and unreimbursed monetary loss; (2) The loss was more likely than not caused by the Incident; (3) The loss occurred after the Incident and before the Claim Form Deadline; (4) The loss is not already covered by one or more of the ordinary loss categories; and (5) 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.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft for each expense (you may redact unrelated transactions).

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at www.gacfdatasettlement.com.

I affirm that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Signature

Date: ____ - ____ - ____
MM DD YYYY

Print Name

— **EXHIBIT 4** —

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

**DONALD COBEAN, KIMBERLY
LESZCZYNSKI, LYL A NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN, individually and on
behalf all others similarly situated,**

CASE NO.: CACE-25-006316 (3)

Plaintiffs,

v.

**GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,**

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Upon careful consideration of the Motion for Preliminary Approval¹, arguments of counsel, and being otherwise advised in the premises, the Court finds and determines as follows:

Plaintiffs brought this Action in this County against Defendant in April of 2025 for damages allegedly suffered by Plaintiffs and the Settlement Class in connection with a criminal cyber-attack targeting Defendant's network.

¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

The Parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm's-length negotiations between counsel experienced in class actions and data privacy matters. The Parties have agreed to settle this action, pursuant to the terms of the Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.

I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

For settlement purposes only and pursuant to Florida Rules of Civil Procedure 1.220(a), the Court provisionally certifies a class in this matter defined as follows:

All persons residing in the United States whose Personal Information was potentially accessible in the Cyber Incident affecting Defendant that Defendant discovered on or around April 11, 2024, including the persons to whom Defendant mailed notification letters on or about February 25, 2025.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request for Exclusion prior to the Opt-Out Deadline.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel will fairly and

adequately protect the interests of the Settlement Class as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this case.

II. CLASS REPRESENTATIVE AND CLASS COUNSEL

Plaintiffs are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class members, and therefore typical of the Settlement Class, and that they will be adequate Class Representatives.

The Court finds that Mariya Weekes of Milberg Coleman Bryson Phillips Grossman and Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. are experienced and adequate counsel and are provisionally designated as Class Counsel.

III. PRELIMINARY SETTLEMENT APPROVAL

Upon preliminary review, the Court finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved.

IV. JURISDICTION

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

V. FINAL APPROVAL HEARING

A Final Approval Hearing shall be held on [**DATE: at least 120 days after entry of this Preliminary Approval Order**] in Courtroom ____ of the Broward County Courthouse, 201 S.E. 6th Street, Ft. Lauderdale, Florida 33130, to determine, among other things, whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to Florida Rule of Civil Procedure 1.220(d)(1), (2), and (3); (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e); (iii) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; and (v) Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be approved.

Plaintiffs' Motion for Final Approval, including Class Counsel' Application for Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court by [**DATE: no later than 45 days before the original date set for the Final Approval Hearing**].

VI. ADMINISTRATION

The Court appoints CPT Group, Inc. as the Settlement Administrator, with responsibility for class Notice and Settlement administration. Defendant shall pay all Settlement Administration Costs. These payments shall be made separate and apart from the Settlement amounts.

VII. NOTICE TO THE SETTLEMENT CLASS

The Proposed Notice Program set forth in the Agreement, including the Postcard Notice and Long Form Notice, attached to the Agreement as its Exhibits 1 and 2, satisfy the requirements of Florida Rule of Civil Procedure 1.220(d)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be

made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By **[DATE: 30 days after entry of this Preliminary Approval Order]**, the Settlement Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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.

VIII. FINDINGS CONCERNING NOTICE

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section VII of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class members of the pendency of the action, the terms of the proposed Settlement, including but not limited to their rights to object to or opt-out of the proposed Settlement and other rights under the terms of the Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including the Florida Rules of Civil Procedure 1.220(d)(2) and (3), and the Due Process Clause(s) of the Florida Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

IX. OPTING-OUT OF THE SETTLEMENT CLASS

Any Settlement Class member who wishes to opt-out of the Settlement Class must mail a written request to opt-out of the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **[DATE: 30 days before the initially scheduled Final Approval Hearing]**. The written notification must include the requestors name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

Any member of the Settlement Class who submits a timely opt-out request may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Agreement.

X. OBJECTIONS AND APPEARANCES

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, including the Application for Attorneys' Fees, Costs, and Service Awards, and must do so no later than **[DATE: 30 days before the initially scheduled Final Approval Hearing]**.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the

Court, unless the objection is (a) filed with the Court by the Objection Deadline; and (b) mailed by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than **[DATE: 30 days before the initially scheduled Final Approval Hearing]**, as specified in the Notice. For an objection to be considered by the court, the objection must also set forth:

- a. The objector's full name, address, telephone number, and e-mail address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether each counsel will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each

listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to substantially comply with the provisions of this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Agreement, this Preliminary Approval Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Releases in the Agreement if a final judgment is entered. The Court retains the right to allow objections in the interest of justice.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

If a final judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Agreement,

including any final judgment and orders entered thereon, or the Application for Attorneys' Fees, Costs, and Service Awards.

XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN

The Class Representatives and Defendant have created a process for assessing and determining the validity and value of Claims and a payment methodology to Settlement Class Members who submit a timely, Valid Claim. The Court preliminarily approves the Settlement Class Member Benefits to the Settlement Class and plan for remuneration described in Section VIII of the Agreement, and directs that the Settlement Administrator effectuate the distribution of Settlement Class Member Benefits according to the terms of the Agreement, should Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If a final judgment is entered, all Settlement Class Members who qualify for any Settlement Class Member Benefit under the Settlement but fail to submit a Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form will be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Agreement, the Releases included in the Agreement, and the final judgment.

XII. TERMINATION OF THE SETTLEMENT

This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Agreement. In such event, the Settlement and Agreement shall become null and void and be of no further force and effect,

and neither the Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

XIII. USE OF ORDER

This Preliminary Approval Order shall be of no continuing force or effect if a final judgment is not entered or there is no Effective Date. In no event shall this Preliminary Approval Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability in connection with the Cyber Incident, indication that there was any misuse of information resulting from the Cyber Incident, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

XIV. STAY OF PROCEEDINGS

Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of a final judgment, or until further order of this Court.

XV. CONTINUANCE OF HEARING

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

XVI. SUMMARY OF DEADLINES

The Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Agreement and this Preliminary Approval Order include but are not limited to:

- 1. Deadline to Commence Notice Program: DATE [30 days after entry of this Preliminary Approval Order]**
- 2. Deadline to Complete Notice Program: DATE [45 days before the initially scheduled Final Approval Hearing]**
- 3. Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards: DATE [45 days before the initially scheduled Final Approval Hearing]**
- 4. Opt-Out Period Ends: DATE [30 days before the initially scheduled Final Approval Hearing]**
- 5. Objection Period Ends: DATE [30 days before the initially scheduled Final Approval Hearing]**
- 6. Claim Form Deadline: DATE [15 days before the initially scheduled Final Approval Hearing]**
- 7. Final Approval Hearing: DATE [at least 120 days after entry of this Preliminary Approval Order]** before the undersigned in Courtroom ____ Broward County Courthouse, 201 S.E. 6th Street, Ft. Lauderdale, Florida 33130.

The dates set in this Order should be included as appropriate in the Notices to the Settlement Class.

IT IS SO ORDERED this the ____ day of _____, 2025.

HON. DANIEL A. CASEY
JUDGE, CIRCUIT COURT

EXHIBIT B

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

DONALD COBEAN, KIMBERLY
LESZCZYNSKI, Lyla NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN, individually and on behalf of
all others similarly situated,

CASE NO.: CACE-25-006316 (3)

Plaintiffs,

v.

GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,

Defendant.

**JOINT DECLARATION OF COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS**

1. We, Jeff Ostrow, Kristen Cardoso, and Mariya Weekes, are counsel for Plaintiffs in the above-captioned case. This declaration supports Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Costs, and Service Awards. We have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

LITIGATION BACKGROUND

2. On or around February 25, 2025, Defendant began providing notice of the Cyber Incident to Plaintiffs and the other Settlement Class Members.

3. In March 2025, Plaintiffs began filing their respective class actions against Defendant.

4. Recognizing the benefits of timely resolution, the Parties began discussing the possibility of a class-wide settlement.

5. The Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation.

6. Further, the Parties exchanged informal discovery—which enabled the Parties to objectively evaluate the strengths and weaknesses of the underlying claims and defenses.

7. Notably, the Parties agreed that they would not negotiate attorney fees or the service awards until the core terms of the settlement were finalized (as to avoid any conflicts).

8. After multiple rounds of arm's length negotiations, the Parties reached an agreement on the core terms of the Settlement on April 24, 2025.

9. Thereafter, the Plaintiffs dismissed their individual actions without prejudice and filed the present action in this Court on April 29, 2025.

10. Over the following months, the Parties negotiated the finer terms of the Settlement and prepared the Settlement Agreement, notice forms, and claim form.

11. And on May 31, 2025, Plaintiffs moved for Preliminary Approval of the Class Action Settlement.

12. Then, on June 20, 2025, the Court granted Preliminary Approval.

13. Class Counsel anticipates the number of submitted Claims and the value of claimed benefits will increase up to the deadline of September 29, 2025.

14. Thus, Class Counsel will provide updated numbers to the Court at the Final Approval Hearing.

CERTIFICATION

15. Final Approval is proper under Rule 1.220 and Florida precedent.

16. Certification of the Settlement Class is appropriate because the Settlement Class satisfies the requirements of Rule 1.220(a) and Rule 1.220(b)(3).

17. Final Approval is appropriate under Rule 1.220(e) because the Settlement is fair, reasonable, and adequate.

18. And the requested Attorney Fees, Costs, and Service Awards are proper under Florida law.

19. Previously, the Court found that the Settlement Class satisfied the requirements of Rule 1.220(a) and Rule 1.220(b)(3). Since then, there has been no intervening change in law or fact to disturb the Court's initial finding.

20. The Settlement Class still satisfies numerosity, commonality, typicality, adequacy, predominance, and superiority for settlement purposes.

21. The claims of Plaintiffs and Settlement Class Members all arise from the same event—i.e., the Cyber Incident that impacted Defendant on or around April 11, 2024.

22. Thus, Plaintiffs and Settlement Class Members all share common questions of law and fact (e.g., whether Defendant had a duty to use reasonable data security, whether Defendant used reasonable data security, whether the Cyber Incident caused compensable injuries). Thus, commonality is readily satisfied for settlement purposes.

23. Typicality is satisfied for settlement purposes because Plaintiffs and Settlement Class Members share the same legal interest and endured the same alleged injury (i.e., the alleged exposure of their Personal Information during the Cyber Incident).

24. Adequacy is satisfied for settlement purposes because Class Counsel has significant experience in complex class action litigation—and is currently litigating dozens of data breach cases in courts across the country.

25. And the interests of the Class Representatives mirror those of the Settlement Class (i.e., seeking relief for the alleged injuries caused by the Cyber Incident).

26. Predominance is satisfied here for settlement purposes because Defendant acted toward Plaintiffs and Settlement Class Members in same way (i.e., Defendant allegedly failed to use reasonable data security to secure the Personal Information of both Plaintiffs and Settlement Class Members).

27. And the claims alleged require generalized proof (e.g., whether Defendant was negligent regarding data security). Thus, predominance is satisfied for settlement purposes.

28. There are 129,686 Settlement Class Members, and individualized litigation would be impracticable and economically unjustifiable. Thus, superiority is satisfied for settlement purposes.

29. In sum, the Settlement Class still satisfies Rule 1.220(a) and Rule 1.220(b)(3). And the Court should finally certify the Settlement Class.

FINAL APPROVAL

30. Previously, the Court found that “the proposed Settlement is fair, reasonable, and adequate[.]” Since then, there has been no intervening change in law or fact to disturb the Court’s initial finding.

31. The Settlement is still fair, reasonable, and adequate—and Final Approval is appropriate under Rule 1.220(e).

32. While Plaintiffs and Class Counsel firmly believe Plaintiffs’ claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action, which include Defendant successfully (i) moving for dismissal of Plaintiffs’ claims; (ii) opposing class certification; (iii) appealing a class

certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment.

33. Moreover, even if a class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

34. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their money now.

35. The risk of establishing damages in this Action was not insignificant.

36. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.

37. Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury.

38. Class Counsel vigorously litigated this Action and believe the Settlement is in the best interest of the Settlement Class.

39. The Settlement offers substantial benefits to the Settlement Class—including both monetary and equitable relief.

40. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class.

41. The Settlement ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial, and confirms Defendant has taken security measures to protect Settlement Class Members' Personal Information.

42. Given the “particularly risky, expensive and complex” nature of data breach cases, litigating these claims further would have undoubtedly proven difficult and consumed significant time, money, and judicial resources.

43. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides.

44. The Settlement saves the Court and the Parties’ resources and provides immediate relief to the Settlement Class.

45. The Settlement Class fully endorses and supports the Settlement.

46. Following the successful Notice Program, discussed herein, the Settlement Class had ample opportunity to opt-out of or object to the Settlement.

47. Should any objections be timely filed, Class Counsel will notify the Court before the Final Approval Hearing. The same is true if there are any additional opt-out requests.

48. The Action settled after a thorough exchange of informal discovery. This enabled the Parties to objectively evaluate the strengths and weaknesses of the underlying claims and defenses.

49. It is Class Counsel’s well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

50. The Notice Program was timely commenced in accordance with the Preliminary Approval Order. And 98.64% of the Settlement Class received direct notice. This meets—and even exceeds—the requirements of Florida law and due process.

ATTORNEY FEES AND COSTS

51. Class Counsel respectfully requests that the Court award \$300,000.00 in attorney fees and litigation costs.

52. Class Counsel's request is within the range of reason under established Florida law, as it was calculated by analyzing Plaintiffs' Counsel's lodestar and applying a contingency risk multiplier.

53. The requested attorney fees are reasonable upon considering the time and effort devoted to the prosecution of the Action, the risks undertaken, and the results achieved through the Settlement.

54. Plaintiffs and Defendant negotiated and reached agreement regarding attorney fees and costs only after reaching agreement on all other material Settlement terms.

55. The requested fee is within the range of reason under established Florida law. Plaintiffs submit that the requested fee is appropriate, fair, and reasonable and respectfully request that it be approved by the Court.

56. To calculate the fee award, the Court should examine Plaintiffs' Counsel's lodestar (the hours reasonably expended at appropriate hourly rates), enhanced by a contingency risk and/or results achieved multiplier.

57. The *Kuhnlein* factors support the requested \$300,000.00.

58. In total, Plaintiffs' Counsel invested 180.30 hours in this Action, with a breakdown by firm as follows:

- a. Milberg Coleman Bryson Phillips Grossman, PLLC invested 21.80 hours;
- b. Kopelowitz Ostrow P.A. invested 57.50 hours;
- c. Strauss Borrelli PLLC invested 49.10 hours;

- d. Mason LLP invested 51.50 hours;
 - e. EKSM, LLP invested 5.40 hours;
 - f. Levi & Korsinsky, LLP invested 11.40 hours.
59. The lodestar of Plaintiffs' Counsel is \$132,743.26, and is broken down by firm as follows:
- a. Milberg Coleman Bryson Phillips Grossman, PLLC incurred \$12,741.30;
 - b. Kopelowitz Ostrow P.A. incurred \$58,097.50 with rates ranging from \$950.00 to \$1,025.00 (both partners);
 - c. Strauss Borrelli PLLC incurred \$27,980.00 with rates ranging from \$150.00 (legal assistant) to \$700.00 (partner);
 - d. Mason LLP incurred \$26,933.50 with rates ranging from \$350.00 (paralegal) to \$825.00 (partner).
 - e. EKSM, LLP incurred \$2,227.50 with rates ranging from \$125.00 to \$650.00; and
 - f. Levi & Korsinsky, LLP incurred \$5,390.00 with rates ranging from \$325.00 to \$850.00.
60. The requested award equates to a modest risk multiplier of 2.26.
61. Prosecuting and settling the Action demanded considerable time, labor, and skill.
62. Plaintiffs' Counsel's work on this matter includes: investigating the cause and effects of alleged compromise of Plaintiffs' and Settlement Class Members' Personal Information; interviewing potential clients; evaluating the potential class representatives; contributing to the evaluation of the merits of the Action before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the relevant notices

of settlement, the Motion for Preliminary Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our class representatives.

63. Plaintiffs' Counsel were mindful to avoid duplicative efforts among themselves.

64. The Action presented complex questions of law and fact.

65. As a result, the Settlement Class may never have secured relief, financial or otherwise, absent this Settlement.

66. Without reaching a swift settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft.

67. Accordingly, the requested attorneys' fee award considers the novel, complex, and difficult nature of data breach class action cases, and appropriately compensates Plaintiffs' Counsel's ability to resolve this matter efficiently while recovering the maximum amount available to the Settlement Class in a timely manner.

68. Indeed, Plaintiffs' Counsel's skill and experience in complex class action litigation weigh in favor of the requested attorneys' fee award.

69. Class Counsel's background and the background of the supporting attorneys and staff demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation—particularly data breach class action litigation—and are well-credentialed and equal to the difficult and novel tasks at hand.

70. Class Counsel's attorneys' fee request is commensurate with that experience, which

was leveraged here to procure the Settlement via early resolution of the Action.

71. This Action has required substantial time and labor from the attorneys.

72. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Plaintiffs' Counsel's ability to work on other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation.

73. The hourly rates charged by Plaintiffs' Counsel range from \$125.00 per hour for a legal assistant to \$1,025.00 per hour for a partner.

74. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education.

75. Given the experience, reputation, and skills of Plaintiffs' Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature.

76. And courts around the country have approved these rates as reasonable.

77. As detailed above, Plaintiffs' Counsel's lodestar (hours x hourly rates) is \$132,743.26.

78. Notably, Class Counsel will spend more time after Final Approval assisting the Settlement Administrator with distribution of the Cash Payments and attending to other Settlement administration matters.

79. Here, Class Counsel requests a modest 2.26 multiplier, which is justified in light of the fact that Plaintiffs' Counsel rendered service without compensation, achieved an excellent result, and offered reasonable billing rates given their experience. This amount does not include

an estimated 20 hours that Class Counsel will spend preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier.

80. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required.

81. The financial risks borne by Plaintiffs' Counsel fully support the fee requested.

82. The requested attorneys' fee award sought here is squarely in line with fee awards approved in other data breach class action cases.

83. This Action raised issues of genuine importance to the 129,686 current and former patients of Defendant who were impacted by the Cyber Incident.

84. Because of the significant risks associated with this Action and potential barriers faced by the Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class that includes both monetary and equitable relief.

85. Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance.

86. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement.

87. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment.

88. Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval.

89. The investigation, prosecution, and settlement of this Action has required a substantial amount of Class Counsel's time and effort.

90. Plaintiffs' Counsel spent significant time working with the Plaintiffs—investigating the Action and keeping them informed of the progress of the Action.

91. Plaintiffs' Counsel have demonstrated their skills, experience, and reputation.

92. Plaintiffs' Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation.

93. There are few, if any, firms in the nation with the expertise of Plaintiffs' Counsel in these types of cases.

94. In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of this Action as well as with other data breach cases.

95. The substantial monetary and equitable relief provided by the Settlement reaffirm that Class Counsel provided effective and efficient representation.

96. The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in this Action.

97. The fully contingent nature of this representation strongly supports the requested fee award.

98. Plaintiffs' Counsel received no compensation during the course of this Action and have incurred expenses litigating on behalf of the Settlement Class before this Court, which they risked losing had Defendant prevailed at the motion to dismiss, summary judgment, class certification, trial, or appellate stages.

99. From the time Class Counsel filed the Action, there existed a real possibility they would achieve no recovery and, hence, no compensation.

100. Further, Class Counsel has also incurred reasonable and necessary costs to pursue the claims in this Action.

101. To date, those costs are \$3,454.09, and consist of filing fees, services of process fees, and *pro hac vice* fees.

- a. Milberg Coleman Bryson Phillips Grossman, PLLC incurred costs of \$1,437.39;
- b. Kopelowitz Ostrow P.A. incurred costs of \$424.35 for filing fees.
- c. Strauss Borrelli PLLC incurred costs of \$457.00 for filing and *pro hac vice* fees;
- d. Mason LLP incurred costs of \$711.00 for filing and service of process fees.
- e. EKSM, LLP incurred zero costs;
- f. Levi & Korsinsky, LLP incurred costs of \$424.35 for filing fees.

SERVICE AWARDS

102. In prosecuting this action, the Class Representatives expended time and effort and took significant financial and reputational risks for the benefit of the putative class as a whole, thus, imposing a burden on them out of proportion to their individual stakes in the matter.

103. The Court should approve a \$2,000.00 Service Award for each Class Representative, as they are just, fair, and reasonable.

104. Furthermore, Defendant does not oppose such an award.

105. The factors for determining a service award include: (1) the actions the class representatives took to protect the interests of the class; (2) the degree to which the class benefited from those actions; and (3) the amount of time and effort the class representatives expended in pursuing the litigation. Here, all three factors support the requested Service Awards.

106. After all, Class Representatives have actively followed this matter even prior to the complaints being filed in this Action and have made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Agreement, and for answering Class Counsel's many questions.

107. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and are upon consideration of the overall benefit conferred on the Settlement Class.

* * * * *

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Fort Lauderdale, Florida, on August 28, 2025.

/s/ Jeff Ostrow
Jeff Ostrow

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Fort Lauderdale, Florida, on August 28, 2025.

/s/ Kristen Cardoso
Kristen Cardoso

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Fort Lauderdale, Florida, on August 28, 2025.

/s/ Mariya Weekes
Mariya Weekes

EXHIBIT C

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

**DONALD COBEAN, KIMBERLY
LESZCZYNSKI, LYLAL NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN, individually and on
behalf all others similarly situated,**

Plaintiffs,

v.

**GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,**

Defendant.

CASE NO.: CACE-25-006316 (3)

**DECLARATION OF KAYLIE
O’CONNOR ON BEHALF OF CPT
GROUP, INC. REGARDING
SETTLEMENT ADMINISTRATION
IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

_____/

I, Kaylie O'Connor, declare as follows:

1. I am employed as a Senior Case Manager for CPT Group, Inc. ("CPT"), the Settlement Administrator jointly agreed upon by the Parties and approved by the Court for *Cobean v. Gastroenterology Associates of Central Florida, P.A.* The following statements are based on my personal knowledge, information provided to me by counsel for the Parties, by other CPT employees working on this matter, and records of CPT generated and maintained in the usual course of its business. If called on to do so, I could and would testify competently thereto. I submit this declaration in support of the Parties' Motion for Final Approval of Class Action Settlement.

2. CPT is a leader in the settlement administration industry and has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements, including specifically those of the type provided for and made in data breach litigation. In the past 40-plus years, we have provided notification and/or claims administration services in thousands of class action cases. Some recent multi-state representative matters include *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404 (Sup. Ct. Cal. Cnty of San Joaquin); *Young v. Good Samaritan Hospital*, Case No. 20STCV30421 (Sup. Ct. Cal. Cnty of Los Angeles); *Heath et al. v. Steel River Systems, LLC.*, Case No. 2023-LA-000006 (IL, 14th Jud. Cir. for Whiteside Cnty., Chanc. Div); *Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. Cal); *In Re Southern Ohio Health Systems Data Breach Litigation*, Case No. A2101886 (CT. Com. Pl. Hamilton Cnty., OH); *Bokelman v. FCH Enterprises, Inc.*, Case No. 18-cv-00209-RJB-RLP (D. Haw); *Christofferson v. Creation Entertainment, Inc.* Case No. 19STCV11000 (Sup. Ct. Cal. Cnty of Los Angeles); *Hartranft, et al. v. TVI, Inc. d/b/a/ Savers, Inc., Apogee Retail, LLC*, Case No. 8:15-cv-01081 CJCDFM (C.D. Cal.); *Lim, et al. v. Vendini, Inc.*, Case No. 1-14-CV-259897 (Sup. Ct. Cal. Cnty of Santa Clara); *Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)*, Case No. 2:16-cv-01183 (D. Utah); *Broomfield v. Craft Brew Alliance, Inc.*, Case No. 5:17-cv-01027-BLF (N.D. Cal); *Jacobo, et al., v. Ross Stores, Inc.*, Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal);

Livingston v. MiTAC Digital Corporation, Case No. 3:18-cv-05993-JST (N.D. Cal); and Gold, et al. v. Lumber Liquidators, Inc., Case No. 3:14-cv-05373-RS (N.D. Cal.). Some of our single-state representative matters include V.C. et al. v. Salinas Valley Memorial Healthcare System, Case No. 20-cv-001923 (Sup. Ct. Cal. Cnty of Monterey); Krinsk, et al. v Monster Beverage Corporation, et al, Case No. 37-2014-00020192-CU-BT-CTL (Sup. Ct. Cal. Cnty of San Diego); Kerr v. The New York Times Co., et al., Case No. 37-2016-000010125-CU-MC-CTL (Sup. Ct. Cal. Cnty of San Diego); and Mount v. Wells Fargo Bank, Case No. BC395959 (Sup. Ct. Cal. Cnty of Los Angeles).

3. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT's company resume ("CPT CV") is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, experience, as well as our Information Security Statement that details CPT's procedures for the protection of confidential Class Member information.

SUMMARY OF NOTICE PLAN AND ADMINISTRATIVE DUTIES

4. As the Settlement Administrator in this matter, CPT was tasked with providing notice and claims administration services as outlined in the Parties' Agreement. These responsibilities included, but are not limited to, the following:

- a. Obtaining Class Members' contact information from Defendants and updating addresses using the National Change of Address (NCOA) database.
- b. Preparing and disseminating the Summary Class Notice via mail and/ or email.
- c. Establishing and maintaining a dedicated Settlement Website, which includes links to the Court-approved documents, allows online submission of claims, and provides up-to-date information regarding the case.
- d. Establishing and maintaining a dedicated 24-hour toll-free support line with Interactive Voice Response (IVR) capabilities.
- e. Receiving and processing communications about the Settlement such as Requests for Exclusion and Objections.

- f. Receiving and determining the validity of submitted Claim Forms.
- g. Preparing reports and summaries regarding the administration process for the Parties and the Court.
- h. Establishing and maintaining the Qualified Settlement Fund.
- i. Calculating and distributing Settlement Class Benefits to Participating Class Members, Class Representatives and Attorneys, while ensuring compliance with tax obligations.
- j. Performing other tasks as set forth in the Preliminary Approval Order, the Settlement Agreement, or as the Parties mutually agree to or that the Court orders.

5. As of the date of this declaration, CPT has completed or is continuing to perform the responsibilities outlined in paragraphs 3(a) – 3(h). Following the entry of the Final Approval Order, CPT will complete 3(i) in accordance with the terms of the Settlement Agreement.

SETTLEMENT FUND

6. On June 9, 2025, CPT established a bank account for the Qualified Settlement Fund (“QSF”). On July 3, 2025, CPT received a check in the amount of \$81,250 for the initial funding which was sent for deposit into the QSF.

PROVISION OF CLASS LIST

7. On May 29, 2025, CPT received an Excel data file containing names, mailing addresses and email addresses, as available, for Class Members. The file contained a total of 611,534 records.

8. CPT scrubbed the data for anomalies and duplicates. A total of 481,848 duplicate records were identified and removed. As a result, a refined master list of 129,686 Class Members referred to as the “Class List,” was compiled. CPT assigned a unique ID to each record to be used for tracking purposes throughout the course of the administration.

SETTLEMENT WEBSITE

9. CPT established a dedicated Settlement Website (www.gacfdatasettlement.com/) which went live prior to July 18, 2025. The Settlement Website includes a Court Documents page that contains links to downloadable versions of case documents, including the Settlement Agreement,

Preliminary Approval Order, Long Form Notice and Claim Form. A true and correct copy of the Long Form Notice that is posted to the website is attached hereto as **Exhibit B** and **C**, respectively.

10. An Important Dates page on the Settlement Website lists the case deadlines for filing a Request for Exclusion or Objection, submitting a Claim Form and the date and time of the Final Approval Hearing. Additionally, the website provides a link allowing Class Members to submit a Claim Form electronically.

11. As the date of this declaration, approximately 3,800 unique visitors have viewed the site, resulting in over 13,000 website page views. CPT will continue to maintain and update the Settlement Website with relevant documents, including the Final Approval Order and Judgment once entered by the Court, and other updates as they become available.

TOLL-FREE NUMBER

12. CPT established and maintained a case-specific 24-hour toll-free telephone number (1-888-330-3950) that went live prior to July 18, 2025. Calls received are prompted through IVR Frequently Asked Questions (“FAQs”). The toll-free telephone number was provided on the Postcard and Email Notice and is listed in several locations on the Settlement Website, including the footer and Contact-Us page. As of the date of this declaration, the toll-free-telephone number has received 298 phone calls which lasted a total of 1,361 minutes.

CASE-SPECIFIC EMAIL ADDRESS

13. CPT established a dedicated case email (gacfdatasettlement@cptgroup.com) and inbox. The email address was printed on the Postcard and Email Notice and is listed in several locations on the Settlement Website, including the footer and Contact-Us page. Class Members can use this email address to communicate with CPT about the case. As of the date of this declaration, the case inbox has received approximately 161 email inquiries.

DIRECT NOTICE

14. On July 18, 2025, CPT disseminated the Email Notice to 89,175 Class Members. For the 40,235 Class Members without an email address, CPT mailed the Postcard Notice (double-sided format) by First Class Mail. Prior to mailing, CPT checked all mailing addresses against the National

Change of Address (NCOA) database to ensure mailing to the best address available. Attached hereto as **Exhibits D** and **E** are true and correct copies of the Email Notice and Postcard Notice, respectively.

15. A total of 2,940 Email Notices were returned as bounced or undeliverable. CPT completed a Postcard Notice mailing to these individuals on July 29, 2025.

16. As of this date, 3,358 Notice Postcards have been returned by the post office and 176 have been forwarded directly by the U.S. Postal Service to a forwarding address. To address the undeliverable notices, CPT attempted to locate better addresses via skip trace through LexisNexis. As a result of skip trace efforts, a total of 1,593 Notice Postcards were re-mailed to Class Members. To date, 1,768 Notice Postcards have been deemed undeliverable with no forwarding address, no correct mailing address through skip trace or were returned a second time. As of the date of this declaration, CPT reports that a total of 98.64% Direct Notices were successfully delivered.

REQUESTS FOR EXCLUSION & OBJECTIONS

17. The deadline for Class Members to exclude themselves from the Settlement Class or file and serve a written Objection is September 15, 2025. As of the date of this declaration, CPT has received 7 valid and timely Requests for Exclusion. CPT has received no Objections to the Settlement. Attached as **Exhibit F** is a list identifying the Class Members who have submitted a Request for Exclusion to date.

CLAIMS ADMINISTRATION

18. The deadline for Class Members to submit a Claim Form is September 29, 2025.

19. Upon receipt, CPT reviewed each Claim Form to determine whether it was valid, invalid, or deficient and required follow up. As of the date of this declaration, CPT received a total of 1,393 claims.

20. There have been 1,432 Claims received to date. All Claims are being reviewed as part of the validation process. Notices of Deficiency will be sent out to all those Settlement Class Members whose Claims deficient providing them with an opportunity to cure their Claims. With more than five

weeks left until the Claims Deadline, the Claims Process is proceeding as anticipated, and the number of Claims will increase.

ADMINISTRATION FEES

21. If the Court grants final approval of the Settlement, CPT will handle further steps of settlement administration in accordance with the Settlement Agreement and the Court's order. CPT's costs for the notice and settlement administration of this matter are \$81,250.00.

CONCLUSION

22. With the provision of direct Notice through email and mail, the Notice Program for this Settlement was the best notice practicable under the circumstances and complied with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the State of Florida.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of August 2025 at Irvine, California.



Kaylie O'Connor

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01C118008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN, **Senior Vice President of Operations** **Notice Expert**

With 19 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, **Director of Marketing & Business Development** **Notice Expert**

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 15 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

JACQUELINE N,K. HITOMI, **Director of Settlement & Treasury Services**

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

TARUS DANCY **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

JULIAN HUYNH **Supervising Disbursement Administrator**

Julian Huynh is the Supervising Disbursement Administrator at CPT and oversees the disbursement team in implementing the settlement distribution process. In his role, Julian ensures the quality of the settlement calculations and payments made through the Qualified Settlement Fund to class members, counsel, and state and federal government agencies are timely and accurate for every case. In addition, Julian maintains the bank ledger reconciliations, confirming that the cleared payments are authentic and free from fraudulent activity.

Prior to joining the CPT team, Julian worked at the Orange County Registrar of Voters to conduct fair and accurate elections. He also was a prior member of the Army National Guard stationed out of Bell, CA. Julian holds a B.A. in Political Science and History from the University of California, Santa Barbara.



TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and CrowdStrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2

TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

- 1.Link provided by CPT to secure FTP (sharefile) for transfer of data files.
- 2.All files uploaded should be password protected.
- 3.Password provided to CPT personnel telephonically.
- 4.Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

- 1.Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
- 2.CPT will call Defense Counsel directly and provide the password telephonically.
- 3.Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

- 1.CPT does not send passwords via email either internally or externally.
- 2.For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
- 3.CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

If your Personal Information was Involved in the Cyber Incident Involving Center for Digestive Health on or around April 11, 2024, you may be entitled to a cash payment from a settlement.

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

- A settlement has been reached in a class action lawsuit against Gastroenterology Associates of Central Florida, P.A., dba Center for Digestive Health (“Defendant”) arising out of a Cyber Incident (“Incident”) that Defendant identified on or around April 11, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuit alleges claims against Defendant for negligence, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty on behalf of a putative national class.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Personal Information was impacted in the Incident.
- If you are a Settlement Class Member, you may be eligible to receive **one or more** of the following benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment:

Ordinary Losses and Lost Time: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including Lost Time up to three (3) hours at \$25 per hour for time remediating issues related to the Incident.

Extraordinary Losses: You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

This Notice may affect your rights. Please read it carefully.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment and/or credit monitoring.	Online or Postmarked by September 29, 2025
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by September 15, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on October 13, 2025 about the fairness of the Settlement, with or without your own attorney.	Received by September 15, 2025
DO NOTHING	Get no payment or credit monitoring and be bound by the terms of the 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. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this notice?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida is overseeing this class action. The lawsuit is known as *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health, is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and seeking to act on behalf of employees and patients of Defendant whose PII, including but not limited to full names, addresses, Social Security numbers, and financial information, and PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records, was potentially impacted in the Incident.

Plaintiffs allege on or around April 11, 2024, as a result of the Incident, there was unauthorized accessibility of their Personal Information. Plaintiffs brought this lawsuit against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffmann, Sharon Hoffmann, Lyla Natal, and Kimberly Leszczynski.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was potentially impacted in the Incident. You may have been sent notice regarding the Incident in February 2025.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. What should I do if I am not sure whether I am included?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.gacdatasettlement.com or call the Settlement Administrator's toll-free number at 1 (888) 330-3950.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement Provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment Options: You may be eligible for Ordinary Losses including Lost Time **and/or** Extraordinary Losses.

Ordinary Losses: You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including up to three (3) hours at \$25 per hour for time remedying issues related to the Incident.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Lost Time. Settlement Class Members with time spent remedying issues related to the Incident may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

Extraordinary Loss. You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

9. What am I giving up if I stay in the Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XI of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.gacfdatasettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How can I make a claim?

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at www.gacfdatasettlement.com by **September 29, 2025** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by September 29, 2025**. Claim Forms are also available on the Settlement Website at www.gacfdatasettlement.com or by calling 1 (888) 330-3950 or by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

13. When will I receive my Cash Payment and Credit Monitor Services?

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitor Services will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.gacfdatasettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. The address to contact Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. is 1 West Las Olas Blvd, Suite 500, Fort Lauderdale, FL 33301. The address to contact Mariya Weekes of Milberg Coleman Bryson Phillips Grossman is 201 Sevilla Avenue, Suite 200, Coral Gables, Florida 33134.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to \$300,000. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Awards will be made available on the Settlement Website at www.gacfdatasettlement.com.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **September 15, 2025**:

Cobean v. Gastroenterology Associates of Central Florida, P.A
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot opt out (exclude yourself) by telephone or by email.

18. What happens if I opt out?

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get the settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **September 15, 2025**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **September 15, 2025** stating you object to the Settlement in *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection, 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;
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel and/or lawyer's law firm have objected to a class action settlement within the preceding 5 years;

- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A statement confirming whether you and/or your lawyer(s) intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **September 15, 2025**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Broward County Central Courthouse Judicial Complex, West Building 201 S.E. 6th Street Fort Lauderdale, FL 33301 4th Floor, Room: 04130	Jeff Ostrow Kristen Lake Cardoso Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg Coleman Bryson Phillips Grossman 201 Sevilla Avenue, Suite 200 Coral Gables, FL 33134	David Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	<i>Cobean v. Gastroenterology Associates of Central Florida, P.A</i> c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **October 13, 2025** at **1:30 PM** before the Honorable Daniel A. Casey at the Broward County Courthouse, Courtroom WW15155, 201 S.E. 6th Street Fort Lauderdale, FL 33130. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.gacfdatasettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.gacfdatasettlement.com. You may get additional information at www.gacfdatasettlement.com, by calling 1 (888) 330-3950, or by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S
CLERK OFFICE REGARDING THIS NOTICE.**

EXHIBIT C

**Must be postmarked or submitted online
NO LATER THAN SEPTEMBER 29, 2025**

Cobean v. Gastroenterology Associates of Central Florida, P.A
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
www.gacfdatasettlement.com

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been implicated in the Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health cyber incident (“Incident”) that took place on or about April 11, 2024, and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at www.gacfdatasettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one or more of these benefits:

- **Credit Monitoring:** In addition to electing a Cash Payment, you may submit a claim for two years (2) of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.
- **Cash Payments:** You can submit a claim for Ordinary Losses including Lost Time **and/or** Extraordinary Losses.

Compensation for Ordinary Losses: You may be eligible for reimbursement up to \$2,000 per person with supporting documentation showing that you incurred losses as a result of the Incident.

Compensation for Lost Time: You may be eligible for reimbursement for up to three (3) hours at \$25 per hour (for a total of \$75) for time remedying issues related to the Incident. Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

Compensation for Extraordinary Losses: You may be eligible for reimbursement up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred **after** the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you 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.

Claims must be submitted online or mailed by September 29, 2025. Use the address at the top of this form for mailed claims.

For more information and complete instructions visit www.gacfdatasettlement.com.

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by mail or emailing gacfdatasettlement@cptgroup.com.

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[illegible]

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Credit Monitoring Services

You can receive two years (2) years of free credit monitoring services including at least \$1,000,000.00 in identity theft protection insurance. You can choose this option even if you also chose a Cash Payment.

Please check below to receive the Credit Monitoring Services benefit.

Cash Payment

1. Documented Ordinary Losses: If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Incident and have not been reimbursed for that money you can receive reimbursement for up to \$2,000 total, including your claim for Lost Time.

Examples of ordinary losses include: out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

2. Lost Time: If you spent time dealing with issues related to the Incident, you may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

To obtain reimbursement under Lost Time, round up to the nearest hour and check only one box.

- ☐ 1 Hour
- ☐ 2 Hours
- ☐ 3 Hours

Description of Lost Time spent dealing with issues related to the Incident

3. Documented Extraordinary Losses: You can receive reimbursement for documented extraordinary losses for up to \$7,500 total that were incurred as a result of the Incident if: (1) The loss is an actual, documented, and unreimbursed monetary loss; (2) The loss was more likely than not caused by the Incident; (3) The loss occurred after the Incident and before the Claim Form Deadline; (4) The loss is not already covered by one or more of the ordinary loss categories; and (5) 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.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft for each expense (you may redact unrelated transactions).

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at www.gacfdatasettlement.com.

Signature

I affirm that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Signature

Date: ____ - ____ - ____
MM DD YYYY

Print Name

EXHIBIT D

To: [Class Member Email Address]

From: gacfdatasettlement@cptgroup.com

Subject Line: Cobean v. Gastroenterology Associates of Central Florida, P.A - Summary Notice of Class Action Settlement

If your Personal Information was implicated in the Cyber Incident involving Center for Digestive Health on or around April 11, 2024, you may be entitled to a cash payment from a settlement.

Summary Notice of Class Action Settlement
Cobean v. Gastroenterology Associates of Central Florida, P.A
Case No. CACE-25-006316
Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida

*A Court has authorized this Notice.
This is not a solicitation from a lawyer.*

Please use the following CPT ID and Passcode to access your Claim Form on the Settlement Website.

CPT ID: <<ID>>
Passcode: <<Passcode>>

Submit Claim

A settlement has been reached for a class action lawsuit against Gastroenterology Associates of Central Florida, P.A., d/b/a Center for Digestive Health ("Defendant") arising out of a Cyber Incident ("Incident") Defendant identified on or around April 11, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients' care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. Plaintiffs allege that as a result of the Incident, there was unauthorized accessibility of their Personal Information. Defendant denies any wrongdoing or liability.

Who is Included?

Who is Included? Records show you may be a member of the Settlement Class, defined as: all persons residing in the United States whose Personal Information was potentially accessible in the Cyber Incident affecting Defendant that Defendant discovered on or around April 11, 2024, including the persons to whom Defendant mailed notification letters on or about February 25, 2025.

What does the Settlement Provide?

You can file a Claim Form to receive one or more of the following benefits:

Credit Monitoring: In addition to a Cash Payment, you may submit a claim for two years (2) of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment: You may submit a claim for Ordinary Losses including Lost Time up to \$2,000 and/or Extraordinary Losses up to \$7,500. You must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident.

The easiest way to submit a claim is online at www.gacfdatasettlement.com. Your Claim Form must be submitted by **September 29, 2025**.

Other Options.

If you do not want to be bound by the Settlement, you must opt out by **September 15, 2025**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties from the legal issues

in this lawsuit. If you do not opt out, you may object to the Settlement by **September 15, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement, any judgments, and orders. The Court will hold a Final Approval Hearing on **October 13, 2025** to consider whether to approve the Settlement, the requested Service Awards of \$2,000 per Plaintiff, attorneys' fees and costs of up to \$300,000, and any objections. You or your own attorney may attend and ask to appear at the hearing, but are not required to do so.

This notice is a summary. Learn more about the Settlement at www.gacfdatasettlement.com, or by calling toll free 1-888-330-3950.

EXHIBIT E

Court-Approved Legal Notice

*Cobean v. Gastroenterology Associates of
Central Florida, P.A, Case No. CACE-
25-006316,*

Circuit Court of the Seventeenth Judicial
District in and for Broward County,
Florida

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implicated in the Cyber Incident
involving Center for Digestive Health
on or around April 11, 2024, you may
be entitled to a cash payment from a
settlement.**

*A Court has authorized this Notice.
This is not a solicitation from a lawyer.*

*Cobean v. Gastroenterology Associates of
Central Florida, P.A*

c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»

Passcode: «Passcode»

«Name»

«Address1» «Address2»

«City», «State» «Zip»

PRESOTED
First Class
US Postage
PAID

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Other Options. If you do not want to be bound by the Settlement, you must opt out by **September 15, 2025**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties from the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by **September 15, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement, any judgments, and orders. The Court will hold a Final Approval Hearing on **October 13, 2025** to consider whether to approve the Settlement, the requested Service Awards of \$2,000 per Plaintiff, attorneys’ fees and costs of up to \$300,000, and any objections. You or your own attorney may attend and ask to appear at the hearing, but are not required to do so.

This notice is a summary. Learn more about the Settlement at www.gacfdatasettlement.com, or by calling toll free 1 (888) 330-3950.

EXHIBIT F

List of Exclusion Requests As Of 8/25/2025

Cobean v. Gastroenterology Associates of Central Florida, P.A.

Case No. CACE-25-006316

Name
WOOD, EDWARD
SELLES, CARLOS
MOSEBACH, WENDY
AVEGNO, EDUARDO
BACIGALUPO, JANETH
KANIA, CARLOTTA
CONDE, JAVIER

EXHIBIT D

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

DONALD COBEAN, KIMBERLY
LESZCZYNSKI, Lyla NATAL,
CATHERINE SANDERS, WANDA
MOYENO, SHARON HOFFMANN, and
GEORGE HOFFMANN, individually and on behalf of
all others similarly situated,

CASE NO.: CACE-25-006316 (3)

Plaintiffs,

v.

GASTROENTEROLOGY ASSOCIATES
OF CENTRAL FLORIDA, P.A. D/B/A
CENTER FOR DIGESTIVE HEALTH,

Defendant.

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

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

WHEREAS, on June 20, 2025, 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 Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman as Class Counsel; (5) appointed the Settlement Administrator and approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct Postcard Notice and Email Notice, and by publication of the Settlement Website;

WHEREAS, on October 13, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorney 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 in Section II of the Settlement Agreement and Releases and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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 Claims process is also fair, and the Claim Form is easily understandable.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including, but not limited to, (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration

of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.

4. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit A***. Those individuals will not be bound by the Agreement or the Releases contained therein.

5. Based on the information presented to the Court, the Claim 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 Settlement Class Member Benefits 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 therein.

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

7. 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.

8. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

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

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

11. The appointment of Class Counsel is affirmed.

12. The appointment of the Settlement Administrator is affirmed.

13. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the 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 number of claims filed, the objections (if any) to the Settlement, and the opt outs (if any), which together indicate an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

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

All persons residing in the United States whose Personal Information was potentially accessible in the Cyber Incident affecting Defendant that Defendant discovered on or around April 11, 2024, including the persons to whom Defendant mailed notification letters on or about February 25, 2025.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request for Exclusion prior to the Opt-Out Deadline.

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

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

17. Class Counsel is awarded \$300,0000.00 for attorney fees and costs. Under applicable Florida precedent, the requested attorney fees and costs are reasonable. *See, e.g., Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995). The requested attorney fees and costs shall be paid in accordance with the Agreement.

18. The Class Representatives shall be awarded Service Awards in the amount of \$2,000.00 each. The Service Awards shall be paid in accordance with the Agreement.

19. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until 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 (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. 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 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.

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

DONE AND ORDERED in Chambers in Broward County, Florida on _____, 2025.

HON. DANIEL CASEY
CIRCUIT COURT JUDGE