

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

CASE NO. CACE25006316 DIVISION: 03 JUDGE: Casey, Daniel A (03)

Donald Cobean, et al

Plaintiff(s) / Petitioner(s)

v.

Gastroenterology Associates of Central Florida, P.A.

Defendant(s) / Respondent(s)

_____ /

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

WHEREAS, on August 28, 2025, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Costs, and Service Awards (DE# 15);

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 Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC and Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel; (5) 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 (DE# 10);

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. 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.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the

Agreement is fair, reasonable, and adequate.

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

7. Because the 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.

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. 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 lone untimely objection to the Settlement, and the nine opt outs, which together indicate an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. 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.

14. Edward Wood, Carlos Selles, Wendy Mosebach, Eduard Avegno, Janeth Bacigalupo, Carlotta Kania, Javier Conde, Shani Bastiany, Michelle Dattoma, and Marcia Ribiero have timely opted-out of the Settlement. These individuals will not be bound by the Agreement or the Releases contained therein.

15. A single objection was filed by Settlement Class Member Scott Webster on September 17, 2025. [DE # 16]. Pursuant to the Court's Preliminary Approval Order, the objection deadline was September 13, 2025. Consequently, the objection is untimely; therefore, it is overruled. Notwithstanding its untimeliness, the Court substantively overrules the objection as the Court find no merit in the objector's position that the Settlement is not fair, adequate, and reasonable. The Court finds that the relief obtained for the Settlement Class is meaningful and properly addresses the alleged harm related to the Data Incident.

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

17. 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.

18. 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.

19. 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.

20. Plaintiff and all Settlement Class Members and Releasing Parties, and people 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.

21. 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.

22. 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.

23. 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 at Broward County, Florida on 13th day of October, 2025.


CACE25006316 10-13-2025 4:24 PM

CACE25006316 10-13-2025 4:24 PM
Hon. Daniel Casey
CIRCUIT COURT JUDGE
Electronically Signed by Daniel Casey

Copies Furnished To:

Christopher Walden Lee , E-mail : christopher.lee@wilsonelser.com

Christopher Walden Lee , E-mail : eservice.miami@wilsonelser.com

Christopher Walden Lee , E-mail : darwin.castillo@wilsonelser.com

Jeffrey M Ostrow , E-mail : garcia@kolawyers.com

Jeffrey M Ostrow , E-mail : ostrow@kolawyers.com

Mariya Weekes , E-mail : Mweekes@milberg.com

Mariya Weekes , E-mail : spassanisi@milberg.com

Mariya Weekes , E-mail : hsheflin@milberg.com