

**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)

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**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND CERTIFICATION OF 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 Approval, 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.

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 October 13, 2025 at 1:30P.M. in Courtroom WW15155 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 **August 29, 2025**.

### **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 **July 18, 2025**, 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 **September 13, 2025**. 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 **September 13, 2025**.

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 **September 13, 2025**, 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: July 18, 2025**
2. **Deadline to Complete Notice Program: August 29, 2025**
3. **Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards: August 29, 2025**
4. **Opt-Out Period Ends: September 13, 2025**
5. **Objection Period Ends: September 13, 2025**
6. **Claim Form Deadline: September 29, 2025**
7. **Final Approval Hearing: October 13, 2025, at 1:30 P.M.**, before the undersigned in Courtroom WW15155 Broward County Courthouse, 201 S.E. 6th Street, Ft. Lauderdale, Florida 33130.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 20th day of June, 2025.

  
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Hon. Daniel Casey

**CIRCUIT COURT JUDGE**

Electronically Signed by Daniel Casey

### **Copies Furnished To:**

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