

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Circuit Court of the 13th Judicial District for Hillsborough County, Florida  
*Reardon et al. v. Suncoast Skin Solutions, Inc.*  
Case No. 23-CA-00317

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY  
A CYBERSECURITY INCIDENT THAT SUNCOAST SKIN  
SOLUTIONS DISCOVERED ON JULY 14, 2021, A  
PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT  
YOUR RIGHTS**

*A state court authorized this Notice. You are not being sued.*

*This is not a solicitation from a lawyer.*

- A Settlement has been reached with Suncoast Skin Solutions, Inc. (“Suncoast” or “Defendant”) in a class action lawsuit about a cybersecurity incident that Suncoast discovered on approximately July 14, 2021.
- The lawsuit is captioned *Reardon et al. v. Suncoast Skin Solutions, Inc.* Case No. 23-CA-000317 (Fla. 13th Jud. Cir.). Suncoast denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at <a href="http://www.SuncoastSettlement.com">www.SuncoastSettlement.com</a> or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<b>August 19, 2024</b>
<b>OPT OUT OF THE SETTLEMENT</b>	<p>You can choose to opt out of the Settlement and receive no benefits from the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.</p>	<b>July 19, 2024</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	<b>July 19, 2024</b>
<b>DO NOTHING</b>	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

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

## WHAT THIS NOTICE CONTAINS

<a href="#">BASIC INFORMATION</a> .....	3
<a href="#">WHO IS IN THE SETTLEMENT</a> .....	4
<a href="#">THE SETTLEMENT BENEFITS</a> .....	4
<a href="#">HOW TO GET A PAYMENT—MAKING A CLAIM</a> .....	6
<a href="#">THE LAWYERS REPRESENTING YOU</a> .....	7
<a href="#">OPTING OUT OF THE SETTLEMENT</a> .....	7
<a href="#">COMMENTING ON OR OBJECTING TO THE SETTLEMENT</a> .....	8
<a href="#">THE COURT’S FINAL APPROVAL HEARING</a> .....	9
<a href="#">IF I DO NOTHING</a> .....	9
<a href="#">GETTING MORE INFORMATION</a> .....	9

## BASIC INFORMATION

### 1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Reardon et al. v. Suncoast Skin Solutions, Inc.* Case No. 23-CA-000317 (Fla. 13th Jud. Cir.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Suncoast, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that Suncoast discovered on approximately July 14, 2021 (“Data Incident”).

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Jeremy Reardon, Linda Potter, and Frankie Solomon.

## 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all individuals whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) all Settlement Class Members who opt-out of the Settlement Class by timely and validly requesting exclusion from the Settlement Class; (ii) any judicial officer presiding over this matter and the members of their immediate families and judicial staff; (iii) Defendant's affiliates, parents, subsidiaries, officers, agents, and directors; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

[info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com)

*Suncoast Skin Solutions Settlement*, c/o Settlement Administrator  
P.O. Box 3413, Baton Rouge, LA 70821

You may also view the Settlement Agreement and Release ("Settlement Agreement") at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Under the Settlement, Suncoast will establish a \$825,000 Settlement Fund which will be used to pay valid and timely claims for Unreimbursed Out-of-Pocket Losses, Lost Time, and Credit Monitoring as well as settlement notice and administration costs, attorneys' fees and expenses, and Plaintiffs' service awards.

## 8. How much will my payment be?

Payments will vary—Settlement Class Members may submit a Claim Form for: (1) compensation for Unreimbursed Out-of-Pocket Losses incurred as a result of the Data Incident, up to a total of \$10,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100 cap), for time spent mitigating the effects of the Data Incident. Claims for Lost Time can be combined with claims for Unreimbursed Out-of-Pocket Losses; and (3) access to two (2) years of Medical Shield Complete medical and credit monitoring services.

**Unreimbursed Documented Out-of-Pocket Losses:** All Settlement Class Members may submit a Claim Form for payment of up to \$10,000.00 as compensation for documented unreimbursed economic losses resulting from and which are “fairly traceable” to the Incident. Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after July 14, 2021 (or the earliest verifiable date the Incident occurred) and before the Claims Deadline; and (2) the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was provided to Defendant prior to the Incident.

Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member's personal information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) expenses involving notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) costs associated with credit monitoring or identity theft insurance or other mitigative costs if incurred as a result of the Incident; and (5) unpaid time off work to address issues fairly traceable to the Incident at the actual hourly rate of that class member.

**Lost Time Claims:** All Settlement Class Members may submit a Claim Form for compensation of up to four (4) hours of lost time, compensable at a rate of \$25.00 per hour, for a maximum of \$100.00, for time spent in attempting to mitigate and prevent fraud or to remedy actual fraud or identity theft as a result of the Incident.

Claims for lost time may include, without limitation, time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts, but only if at least one full hour was spent. Settlement Class Members who make a Claim for a Lost Time Payment must affirmatively indicate their election of this Settlement Benefit on the Claim Form, and attest that the claimed lost time is accurate and not otherwise reimbursable through insurance. This Settlement Benefit may be selected in addition to submitting a Claim for Credit Monitoring Services and other Out-of-Pocket Losses.

**Credit Monitoring Services.** All Settlement Class Members who submit a valid Claim are eligible to enroll in two years of Medical Shield Complete medical and credit monitoring services.

In the event the amount of Claims for Settlement Benefits exceeds the amount remaining in the Settlement Fund after paying Claims for Out-of-Pocket Losses, Lost Time Payments, Credit Monitoring Services, Cost of Claims Administration, and factoring in all Court approved Service Awards and Fee Award and Costs, the amount to be paid for valid Claims will be reduced on a *pro rata* basis. In the event residual funds remain after payment of all valid Claims for Settlement Benefits, and payment of the Cost of Claims Administration and Court approved Service Awards and Fee Award and Costs, all valid Claims will be increased on a *pro rata* basis. If any residual funds remain after this process, they will be provided to a mutually agreeable charitable organization as a *cy pres* recipient, subject to court approval.

## 9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

## HOW TO GET A PAYMENT - MAKING A CLAIM

### 10. How do I submit a claim and get a cash payment?

You may file a claim if you are an individual whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

Claim Forms may be submitted online at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) or printed from the website and mailed to the Settlement Administrator at: *Suncoast Skin Solutions Settlement*, c/o Settlement Administrator, P.O. Box 3413, Baton Rouge, LA 70821.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-877-749-1266, by email [info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com), or by U.S. mail at the address above.

### 11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **August 19, 2024**. If submitting a Claim Form online, you must do so by **August 19, 2024**.

### 12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on October 1, 2024, at 2:00 pm E.T. to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes, the Court appointed the law firms of Morgan & Morgan and Turke & Strauss LLP to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from Suncoast (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund in an amount not to exceed one-third of the Settlement Fund, or \$275,000, plus reasonable costs and expenses not to exceed \$25,000.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action in the amount of \$2,500.00 to each Representative Plaintiff, for a total service award of \$7,500.00.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **July 19, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name: *Jeremy Reardon, Linda Potter, and Frankie Solomon, individually and on behalf of all similarly situated persons, v. Suncoast Skin Solutions, Inc.*, Civil Action.: 23-CA-000317, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida;
- your full name;
- current address and telephone number;
- personal signature; and
- contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Jeremy Reardon, Linda Potter, and Frankie Solomon, individually and on behalf of all similarly situated persons, v. Suncoast Skin Solutions, Inc.*, Civil Action: 23-CA-000317, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.”

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **July 19, 2024**.

*Suncoast Skin Solutions Security Incident Settlement Administrator*  
ATTN: Exclusion Request  
P.O. Box 3413  
Baton Rouge, LA 70821

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

### **17. How do I tell the Court if I like or do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (i) the case name and number; (ii) the objector’s full name, address, telephone number, and any e-mail address; (iii) contain a signed statement by the objector that he or she believes they are a member of the Settlement Class and all information and proof that the objector is a Settlement Class Member (*e.g.*, copy of Notice, copy of original notice of the Incident); (iv) a written statement identifying all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) include all documents or writings that the objector desires the Court to consider; (ix) list all persons who will be



called to testify at the Final Approval Hearing in support of the objection; (x) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (xi) be filed or postmarked by on or before the Objection Deadline. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be mailed to Defendant’s counsel via first class U.S. postal mail and filed with the Court no later than **July 19, 2024**:

<b>Filed with the Court</b>	<b>Mailed to Defendant’s Counsel</b>
Circuit Court of the Thirteenth Judicial Circuit, Hillsborough County, Florida  Attention: Hillsborough County Clerk of Court  800 E. Twiggs St.  Tampa, Florida 33602	Jennifer S. Stegmaier  Wilson Elser Moskowitz Edelman & Dicker LLP  55 West Monroe Street, Suite 3800  Chicago, Illinois 60603

## 18. What is the difference between objecting and excluding?

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

## **THE COURT’S FINAL APPROVAL HEARING**

## 19. When is the Court’s Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **October 1, 2024 at 2:00 p.m. E.T.**, at via the Court’s Zoom Link: <https://zoom.us/j/3058068636>, Zoom Meeting ID: 305-806-8636, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Representative Plaintiff who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your

own cost. The date and time of this hearing may change without further notice. Please check [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) for updates.

## 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

### IF I DO NOTHING

## 21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

### GETTING MORE INFORMATION

## 22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com)

Toll-Free: 1-877-749-1266

Mail: Suncoast Skin Solutions Security Incident Settlement Administrator, P.O. Box 3413, Baton Rouge, LA 70821.

Publicly filed documents can also be obtained by visiting the office of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida or by reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT OR SUNCOAST SKIN SOLUTIONS**

Questions? Call 1-877-749-1266 Toll-Free or Visit [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com)