

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JEREMY REARDON, LINDA POTTER,
AND FRANKIE SOLOMON, individually
and on behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

Civil Action No. 23-CA-000317

PROPOSED CLASS ACTION

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Jeremy Reardon, Linda Potter, and Frankie Solomon (“Plaintiffs”) now respectfully move on an unopposed basis for preliminary approval of a proposed class action settlement with Suncoast Skin Solutions, Inc. (“Suncoast”), the terms of which are set forth in the “Settlement Agreement and Release” (“Settlement Agreement” or “SA”) attached hereto as **Exhibit 1.**¹

I. INTRODUCTION

This Litigation was initiated following Suncoast’s announcement of a cyberattack involving a data security incident (the “Incident”) that included the personal information and protected health information (the “Personal Information”) of approximately 77,190 individuals. Plaintiffs allege, *inter alia*, that Suncoast was negligent, breached its contracts with its customers, was unjustly enriched, breached customers’ confidence, and violated state consumer protection laws when it failed to protect Plaintiffs’ Personal Information from being compromised in the

¹ Unless otherwise defined herein, all capitalized terms have the same force, meaning, and effect as ascribed in the Definitions embodied in Article II of the Settlement Agreement.

Incident at issue. As a result of swift litigation and mediation, the Parties reached a hard-fought and arms-length resolution.

The Settlement is fair, reasonable, and adequate, and is in the best interests of the nationwide Settlement Class Members (“Class Members”). The Settlement squarely addresses the issues raised in the Litigation and affords Class Members significant monetary and nonmonetary relief: tiered monetary relief to compensate Settlement Class Members for inconveniences and losses, and injunctive relief designed to better protect Suncoast against similar data security incidents that may again compromise consumers’ Personal Information. The Settlement compares favorably with settlements in similar litigation and was reached only after intensive, arms-length negotiations before a neutral and experienced mediator and subsequent, multiple negotiation sessions following that mediation. If approved, the Settlement will resolve all claims arising out of the Incident and will provide Settlement Class Members with the precise relief this Litigation was filed to obtain.

Accordingly, pursuant to Florida Rule of Civil Procedure 1.220 and the Settlement Agreement, Plaintiffs respectfully request that the Court enter an order: (1) provisionally certifying the proposed Settlement Class; (2) preliminarily approving the Settlement; (3) approving the proposed Notice Program and the form and content of the Claim Form and Notices attached to the Settlement Agreement as Exhibits A, B, and C;² (4) appointing Eisner Amper to serve as Settlement Administrator; (5) approving the proposed opt-out and objection procedures; (6) appointing Plaintiffs as Representative Plaintiffs; (7) appointing Francesca Kester Burne of Morgan & Morgan Complex Litigation Group, and Raina Borrelli of Turke Strauss LLP, as

² Unless otherwise stated, the Exhibits are to the Settlement Agreement.

Settlement Class Counsel; and (8) scheduling a Final Approval Hearing at a time and date convenient for the Court.³

II. SUMMARY OF THE LITIGATION

In July 2021, Suncoast discovered “unusual activity on its network.” That activity was eventually determined to be a data security incident where cybercriminals may have gained access to approximately 77,000 patients’ Personal Information (the “Incident”).

Plaintiffs allege that Suncoast failed to ensure that access to the affected data systems was reasonably safeguarded, failed to acknowledge and act upon industry warnings, failed to use proper security systems and protocols to detect and deter the type of attack that occurred, and failed to provide timely and adequate notice to Plaintiffs and other proposed Class Members that their Personal Information had been stolen, putting Plaintiffs and the proposed Class Members at a substantially increased risk of identity theft. Suncoast strongly disputes those allegations.

Following briefing a motion to dismiss and Plaintiffs’ responses thereto, the Parties agreed to and did retain Judge Wayne Andersen (Ret.) of JAMS, a highly experienced mediator, to assist the Parties in settlement negotiations. Joint Declaration of Francesca K. Burne and Raina Borrelli, filed concurrently herewith (“Joint Decl.”), ¶ 15, attached hereto as **Exhibit 2**. Prior to the mediation, the Parties briefed their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. *Id.* ¶ 16.

On August 30, 2023, the Parties, through their respective counsel, engaged in a full-day mediation session before Judge Andersen. The negotiations were hard-fought throughout and the settlement process was conducted at arm’s length. *Id.* ¶ 17. The case did not settle on August 30,

³ A proposed Preliminary Approval Order entering the relief requested herein is attached to the Settlement Agreement as Exhibit D.

2023. *Id.*

The Parties continued their negotiations and with the subsequent assistance of Judge Andersen, the independently accepted his mediator's proposal on September 29, 2023, reaching an initial resolution to the Litigation on a class-wide basis that provides both injunctive and monetary relief to Settlement Class Members. Joint Decl., ¶ 18. During the ensuing months, the Parties continued the exchange of information and negotiations as to the final details of the Settlement Agreement. Based on Plaintiffs' counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Suncoast, and the strengths and weaknesses of the Parties' respective positions (including the defenses articulated in Defendant's Motion to Dismiss), Plaintiffs' counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. Joint Decl., ¶ 22.

The Parties jointly selected Eisner Amper to serve as the Settlement Administrator. *Id.* ¶ 20. The Parties worked together to refine the details of the proposed Notice Program and each document comprising the Class Notice, which are embodied in the Settlement Agreement and the Exhibits attached thereto. *Id.* ¶ 20.

III. THE PROPOSED SETTLEMENT TERMS

The material terms of the proposed Settlement are summarized as follows:

A. The Settlement Class

Pursuant to the Settlement Agreement, Plaintiffs request that the Court provisionally certify the following Settlement Class:

All persons whose Personal Information was compromised as a result of the Data Incident.⁴

B. Compensation to Settlement Class Members

Settlement Class Members may file a claim to receive each of the following benefits: (1) Out-of-Pocket Loss Payment; (2) Lost Time Payment; and (3) Credit Monitoring Services. SA ¶ 4.1. To be considered valid, all Claim Forms and related documentation must be postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) on or before the Claims Deadline, which the Parties propose shall be the 90th day after the commencement of the Notice Program. SA ¶ 4.2.2.

1. Cash Payment for Reimbursement of Out-of-Pocket Losses

All Settlement Class Members who submit a valid and timely Claim Form and supporting documentation are eligible to receive up to \$10,000.00 per Settlement Class Member for reimbursement for documented unreimbursed economic losses resulting from and which are “fairly traceable” to the Data Incident.⁵ SA ¶ 4.2. Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after July 14, 2021, 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. SA ¶ 4.2.

⁴ Excluded from the Settlement Class are Defendant and any of its officers and directors; all Settlement Class Members who timely and validly request exclusion from the Settlement Class; the Judge and Magistrate Judge to whom the action is assigned and any member of those Judges’ staffs or immediate family members; and 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 or occurrence of the Data Breach Incident or who pleads *nolo contendere* to any such charge.

⁵ 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. SA ¶ 4.2.1.

To receive payment for out-of-pocket losses, the Settlement Class Member must complete the appropriate section of the Claim Form and provide documentation supporting a claim for out-of-pocket expenses. SA ¶ 4.2.2.

2. Cash Payment for Lost Time

All Settlement Class Members may submit a Claim Form for compensation of up to four 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 Data Incident. SA ¶ 4.3. Claims for lost time may include, for example, time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts. SA ¶ 4.3.1. Settlement Class Members need not submit supporting documentation to be eligible to receive this cash payment; rather, Settlement Class Members must simply attest that the claimed lost time is accurate and not otherwise reimbursable through insurance. SA ¶ 4.3.1.

This Settlement Benefit may be selected in addition to submitting a Claim for Credit Monitoring Services and other Out-of-Pocket Losses. SA ¶ 4.3.1.

3. Credit Monitoring Services

In addition to submitting a Claim for Out-of-Pocket Losses and Lost Time, all Class Members may also submit a Claim to enroll in two years of Medical Shield Complete medical and credit monitoring services. SA ¶ 4.4. Plaintiffs' Counsel fought for inclusion of this benefit based on their experience in other data disclosure cases and numerous discussions with affected class members as to the types of injuries and damages suffered as a result of these disclosures. Joint Decl. ¶ 24. If Settlement Class Members affirmatively request Credit Monitoring Services by electing this benefit on the Claim Form, codes will be sent to Settlement Class Members to allow them to enroll in the services. SA ¶ 4.4.1.

C. Remedial Measures Attributable to the Settlement

An additional benefit of the Settlement in the remedial measures that Suncoast agrees to adopt, continue, or maintain as a result of this Litigation (SA ¶ 4.5), which will benefit all Settlement Class Members regardless of whether or not they submit a Claim, as well as consumers in general who may treat with Suncoast in the future. These remedial measures include, but are not limited to: 1) implementing security awareness training for employees; 2) implementing multi-factor authentication for all Microsoft 365 Cloud applications; and 3) updating security settings to prevent installation of unauthorized remote or FTP applications on machines. SA ¶ 4.5.

D. Notice Program and Settlement Administration

Notice and administration will be paid from the Settlement Fund. SA ¶ 3.1. Plaintiffs' counsel will work with Suncoast and the Settlement Administrator in good faith to minimize these costs consistent with the requirements of Due Process.

As set forth in greater detail in the Settlement Agreement, notice to the Settlement Class will be provided *via* the following methods: (i) Direct Notice; (ii) a dedicated Settlement Website established and maintained by the Settlement Administrator which amongst other details will provide relevant dates and deadlines pertaining to the Settlement and make important case documents available for review and download; and (iii) publication Notice. *See* Declaration of Brandon Schwartz Regarding Proposed Notice Plan and Settlement Administration ("Schwartz Decl."), attached hereto as **Exhibit 3**. The Settlement Website will also provide Class Members with the ability to submit an online request to opt out of the Settlement.⁶ SA ¶ 8.2. Finally, the

⁶ Notices will inform Class Members that any Class Member may submit a Request for Exclusion from the Settlement at any time on or before the Opt-Out Date. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or by the Claims Administrator on or before the Opt-Out Date. SA ¶ 8.2.

Settlement Administrator will establish a toll-free help line to address Class Members' inquiries.
SA ¶ 7.6.

E. Attorneys' Fees and Expenses and Service Awards

Plaintiffs will request attorneys' fees in the amount of \$275,000.00 and reasonable costs and expenses not to exceed \$25,000.00. Suncoast agrees Plaintiffs may seek this amount from the common fund to pay the fees and expenses of legal counsel for Plaintiffs in an aggregate amount not to exceed \$300,000.00, subject to Court approval. SA ¶ 12.1. Plaintiffs will also request a service award for each of the named Plaintiffs to recognize the time and effort they dedicated to prosecuting this case. Suncoast agrees to the payment from the common fund of a service award not to exceed \$2,500.00 for each of the three named Plaintiffs, subject to approval by the Court. SA ¶ 11.1. Attorneys' fees, costs, expenses, and the service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties. Joint Decl., ¶ 29.

IV. MEMORANDUM OF LAW

Rule 1.220(e) of the Florida Rules of Civil Procedure requires judicial approval of any settlement agreement in a class action. *See* FLA. R. CIV. P. 1.220(e). The purpose of obtaining preliminary approval is to determine if the proposed settlement falls within the range of possible approval. *See Chase Manhattan Mortg. Corp. v. Porcher*, 898 So. 2d 153, 156 (Fla. 4th DCA 2005). A court "must conduct a rigorous analysis to determine whether the elements of class action requirements have been met," which requires "heightened scrutiny" when the parties seek "certification of the class and approval of their settlements simultaneously." *Grosso v. Fidelity National Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008).

A. Certification of the Proposed Settlement Class is Appropriate

In approving a settlement in a class action, the court must first determine that all the requirements for class certification set forth in FLA. R. CIV. P. 1.220(a), and at least one of the requirements of subdivision of Rule 1.220(b), are satisfied. *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106 (Fla. 2011).

B. The Rule 1.220(a) Requirements are Satisfied

The four prerequisites of subsection (a) of Rule 1.220 are usually referred to as the principles of numerosity, commonality, typicality, and adequacy. *Id.*

1. Numerosity

First, numerosity as set forth in Rule 1.220(a)(1) is satisfied on this record because joinder of what could be more than 77,000 persons into a single action would be impracticable. *See Safeway Premium*, 73 So. 3d at 114 (noting that numerosity requires more than mere speculation and that a proposed class of over 350 persons has been determined sufficiently numerous) (referencing *Maner Props., Inc. v. Siksay*, 489 So. 2d 842, 844 (Fla. 4th DCA 1986)).

2. Commonality

Second, commonality is satisfied where “the claim of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim of each member in the class.” *Bouchard Transp. Co. v. Updegraff*, 807 So. 2d 768, 771 (Fla. 2d DCA 2002) (“The class of residential property owners whose property was physically invaded by the pollution meets the test of commonality and predominance”).

Here, the commonality requirement is readily satisfied. Settlement Class Members are joined by common questions of law and fact that arise from the same event—the Incident. The critical issues posed by this litigation are: (1) whether the Personal Information of Settlement Class Members was obtained by a third party without authorization from Suncoast’s computer systems;

(2) whether Suncoast had a duty to protect the Personal Information of Settlement Class Members from disclosure; and (3) whether Settlement Class Members were injured by Suncoast’s failure to protect their Personal Information.

The central question behind every claim in this Litigation is whether Suncoast adequately secured its consumers’ Personal Information. The answer to that question depends on common evidence that does not vary from class member to class member, and can be fairly resolved on a class-wide basis—whether through litigation or settlement—for all Settlement Class Members at once. These common issues converge at the center of Suncoast’s alleged conduct in this Litigation, satisfying the commonality requirement. *See, e.g., Hughley v. University of Central Florida Bd. of Trustees*, 2017 WL 9287318, at *2 (Fla. 9th Cir. Ct. Dec. 1, 2017) (commonality satisfied where “all members of the class are current or former students and/or employees of UCF whose personal information was accessed without authorization at UCF in early 2016”); *In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, 2009 WL 5184352, at *3 (W.D. Ky. Dec. 22, 2009) (commonality satisfied where all “class members had their private information stored in Countrywide’s databases at the time of the data breach.”).

3. Typicality

Third, the finding of typicality inquires as to whether the class representative possesses the same legal interest and has borne the same legal injury as the class members. *Safeway Premium*, 73 So. 3d at 114 (internal citations omitted). Typicality is satisfied when the claims of Plaintiffs and the Class are “based on the same legal theory . . . that arose from the same course of conduct that caused a similar injury.” *See id.* at 115. “The test for typicality is not demanding and focuses generally on the similarities between the class representative and the putative class members,” and

typicality will not be defeated by “[m]ere factual differences” between claims asserted by the class representative, and those of class members. *Id.* at 114 (internal citations omitted).

Here, Plaintiffs’ claims arise from the same event (the Incident), that gives rise to the claims of the other Settlement Class Members and are based on the same legal theory, *i.e.*, that Defendant had a legal duty to protect Plaintiffs’ and Settlement Class Members’ Personal Information. Although Plaintiffs’ and the Settlement Class Members’ damages recovery might differ depending on out-of-pocket expenses incurred as a result of the Data Breach, such differences are “mere[ly] factual difference[s] . . . which does not preclude a finding of typicality.” *Id.* at 115 (holding that the plaintiffs’ and putative class members’ difference in damage recovery did not preclude a finding of typicality). Because there is a “strong similarity,” between the legal theories and injuries upon which Plaintiffs’ claims are based, and the legal theories and injuries upon the claims of Settlement Class Members, typicality is satisfied. *Id.* at 114–15 (internal citations omitted).

4. Adequacy

Fourth, and finally, the court must determine that the Plaintiffs “can fairly and adequately protect and represent the interests of each member of the class.” FLA. R. CIV. P. 1.220(a)(4). This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent. *See Terry L. Braun, P.A. v. Campbell*, 827 So. 2d 261, 268 (Fla. 5th DCA 2002). The analysis into adequacy is two pronged: (1) qualifications, experience, and ability of class counsel to conduct the litigation; and (2) whether the class representative's interests are antagonistic to the interests of the class members. *Safeway Premium*, 73 So. 3d at 115 (citing *City of Tampa v. Addison*, 979 So. 2d 246, 255 (Fla. 2d DCA 2007)).

Here, both components are satisfied because Plaintiffs are represented by qualified and competent counsel, and because Plaintiffs’ interests in this Litigation are aligned with, and not

antagonistic to, those of the Settlement Class. First, proposed Settlement Class Counsel are experienced in nationwide class action litigation; with respect to data breach class actions, the undersigned are well recognized practice leaders. Joint Decl., ¶ 37. Moreover, because Plaintiffs and their counsel have devoted considerable time and resources to this Litigation and have shown a deft understanding of the issues in this Litigation, the adequacy requirement is satisfied. *Id.* Second, Plaintiffs provided their Personal Information to Defendant and allege that their Personal Information was compromised as a result of the Data Breach Incident, just as the Personal Information of the Settlement Class Members was also allegedly compromised. Indeed, Plaintiffs' claims are identical to the claims of Settlement Class Members, and Plaintiffs and the Settlement Class Members desire the same outcome in this Litigation. Plaintiffs have vigorously prosecuted this case thus far for the benefit of all Settlement Class Members. Plaintiffs have participated in the Litigation, reviewed pleadings, participated in informal discovery, and provided input in crafting and approving the Settlement. *Id.* ¶ 42. Accordingly, the adequacy requirement is satisfied for purposes of approving the Settlement Agreement and conditionally certifying the Settlement Class.

C. The Rule 1.220(b) Requirements are Satisfied

The parties propose that the Court preliminarily certify the Settlement Class pursuant to Rule 1.220(b)(1)(A), 1.220(b)(2), and 1.220(b)(3). Under Rule 1.220(b)(1)(A), “the prosecution of separate claims or defenses by or against individual members of the class would create a risk of . . . inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class.” FLA. R. CIV. P. 1.220(b)(1)(A). Because Florida law has held that under Rule 1.220(b)(1)(A), “it is not enough that separate litigation may result in inconsistent adjudications,” the adjudications must therefore

impose “incompatible *standards of conduct* on the party opposing the class.” *Seven Hills, Inc. v. Bentley*, 848 So. 2d 345, 354 (Fla. 1st DCA 2003) (emphasis added) (citation omitted). A class may also be certified “if the party opposing the class has acted or refused to act on grounds generally applicable to all class members, thereby making final injunctive or declaratory relief concerning the class as a whole appropriate.” *Id.* at 352.

Here, certification under Rule 1.220(b)(1)(A) is appropriate where the prosecution of separate claims or defenses by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications as different courts may impose on Suncoast different standards of conduct regarding its collection, storage, maintenance, and disclosure of customers’ Personal Information. This potential for inconsistencies could put Suncoast in the untenable “position of being unable to comply with one judgment without violating the terms of another judgment,” *Id.* at 354, and could “impair its ability to pursue a uniform continuing course of conduct,” *Id.* at 353, in implementing changes to its information security practices and organization as set forth in the Settlement Agreement. Certification under Rule 1.220(b)(2) and 1.220(b)(3) is likewise appropriate where Plaintiffs allege that Suncoast has generally failed to protect the Personal Information of the entire class, thereby making final injunctive relief and monetary damages concerning the class as a whole appropriate. Accordingly, the parties propose that the Settlement Class be certified under Rule 1.220(b)(1)(A), 1.220(b)(2) and 1.220(b)(3).

II. Preliminary Approval of the Settlement is Warranted

Once the Settlement Class is determined to meet the requirements for class certification pursuant to Rule 1.220, the Court’s analysis turns to the terms of the proposed settlement. *Grosso*, 983 So.2d at 1170.

The approval of a class action settlement is warranted where the settlement is “fair, adequate, and reasonable.” *Ramos v. Philip Morris Cos.*, 743 So. 2d 24, 24 (Fla. 3d DCA 1999) (affirming class action settlement because it provided “substantial benefits” to the class members); *Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195 (Fla. 3d DCA 2005) (affirming class action settlement against Microsoft); *see also* FLA. R. CIV. P. 1.220(e) (requiring court approval of class action settlements). “A settlement is fair, reasonable and adequate when the interests of the class as a whole are better served if the litigation is resolved by settlement rather than pursued.” *Allen v. A.E. New, Jr., Inc.*, No. 2015-CA-000722, 2019 WL 5859608, at *2 (Fla. 1st Cir. Ct. Feb. 22, 2019) (citation omitted). The factors to consider in determining whether to approve a settlement of a class action include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendant to sustain a greater judgment; (8) the range of reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *See Grosso*, 983 So. 2d at 1165.

Class Counsel thoroughly investigated and analyzed the facts and circumstances relevant to the claims brought by the Plaintiffs in this case. Although formal discovery did not occur, Suncoast was forthcoming with information related to the Data Incident. Joint Decl., ¶ 34. The information shared through this informal process provided a sound basis that allowed the Parties to weigh the terms of the Settlement against the risks of continued litigation. *Id.* Although Plaintiffs and Class Counsel believe that the claims asserted are meritorious, continued litigation against Suncoast posed significant risks that made any recovery uncertain. *Id.* ¶ 31. If the parties had been

unable to resolve this case through settlement, Class Counsel believes that the Litigation would likely have been protracted and costly. *Id.* ¶ 39.

The Settlement resulted from arm’s-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in this Litigation, under the supervision of a neutral and experienced mediator. *Id.* ¶ 19. These circumstances weigh in favor of approval. *See Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was not collusive in part because it was overseen by “an experienced and well-respected mediator”).⁷ Additionally, the Parties spent significant time negotiating the terms of the final written Settlement Agreement which is now presented to the Court for approval. Joint Decl., ¶ 21. At all times, these negotiations were at arm’s length and, while courteous and professional, the negotiations were intense and hard-fought on all sides. Joint Decl., ¶ 19.

The relief offered by the Settlement (both monetary and injunctive) is adequate considering the risks of continued litigation. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Joint Decl., ¶ 31. Plaintiffs’ claims would still need to survive likely motions practice (*e.g.*, a motion to dismiss and motion for summary judgment), succeed at class certification, and prevail on appeal. Almost all class actions involve a high level of risk, expense, and complexity, which is one reason that judicial policy strongly favors resolving class actions through settlement. *See In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action lawsuits”); *Lee v. Ocwen Loan Servicing, LLC*, No. 0:14-cv-60649-JG, 2015 U.S. Dist.

⁷ Florida courts often look to federal cases for guidance as persuasive authority on issues regarding class actions. *See, e.g., Griffith v. Quality Distribution, Inc.*, No. 2D17-3160, 2018 WL 3403537, at *799 n.6 (Fla. 2d DCA, July 13, 2018); *Barnhill*, 905 So.2d 195 at 198.

LEXIS 121998, *14 (S.D. Fla. Sept. 14, 2015) (“Particularly in class action suits, there is an overriding public interest in favor of settlement.”).

This is not only a complex case, but it is in an especially risky, expensive, and complex field of litigation: data breaches. *See, e.g., In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2010 WL 3341200, at *6 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement, in part, because “proceeding through the litigation process in this case is unlikely to produce the plaintiffs’ desired results”); *see also In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”). Although data breach law is continuously developing, data breach cases are still relatively new, and courts around the country are still grappling with what legal principles apply to the claims. *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that “many of the legal issues presented in [] data-breach case[s] are novel”). Because the “legal issues involved in [data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues.” *In re Target Corp. Customer Data Security Breach Litig.*, No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015). Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk.

While Plaintiffs believe they would prevail on their claims, there is little directly analogous precedent to rely upon. Beyond the merits, class certification is challenging in any case. Class certification has been denied in other consumer data breach cases and to date few Federal Rules of Civil Procedure 23(b)(3) classes have been certified in consumer data breach cases. Further, while

Plaintiffs feel they would be able to obtain certification outside of a settlement context and maintain certification through trial, this is not certain. Joint Decl., ¶ 30. Any potential certification would also be subject to later appeal, potential reversal, and a protracted timelines. The cost of trial and any appeals would be significant and would delay the resolution of this Litigation without the guarantee of any relief. *Id.* ¶ 32.

Furthermore, the outcome of this Settlement should be considered not only as favorable as other medical data breach class action settlements, but as more favorable given that multiple other data breach cases have resulted in no recovery for the plaintiff or class members. *See, e.g., Dugas v. Starwood Hotels & Resorts Worldwide, Inc.*, 3:16-cv-00014-GPC-BLM (S.D. Cal.) (Doc. 56) (July 11, 2017) (order dismissing payment card data breach case); *Whalen v. Michaels Stores, Inc.*, 689 F. App'x 89 (2d Cir. 2017) (order affirming dismissal of payment card data breach case).⁸

The Settlement is a common fund settlement that will provide Settlement Class Members with significant and timely benefits which compare favorably to what Settlement Class Members could recover were they to secure a favorable judgment at trial. In the experience of proposed Class Counsel, the monetary relief provided by this Settlement is an outstanding result, and is fair and reasonable in light of reported average out-of-pocket expenses due to a data breach.⁹ *See Jackson et al. v. Wendy's International, LLC*, No. 6:16-cv-21-PGB-DCI (M.D. Fla.) (Doc. 157) (Feb. 26, 2019) (approving settlement that provides class members reimbursement of documented

⁸ The same is true for data breach cases involving solely PII, and no payment card data. *See, e.g., Storm v. Paytime, Inc.*, 90 F. Supp. 3d 359, 368 (M.D. Pa. 2015) (dismissed for lack of standing as plaintiffs failed to demonstrate that they had suffered actual harm, such as, identity theft); *Longenecker-Wells v. Benecard Servs. Inc.*, 658 F. App'x 659, 663 (3d Cir. 2016) (negligence claim barred by economic loss doctrine and breach of implied contract dismissed for failure to plead sufficient allegations).

⁹ For individuals who experienced actual identity theft, a 2014 Congressional Report stated that these victims incurred an average of \$365.00 in expenses in dealing with the fraud. *See* Kristin Finklea, Congressional Research Service, *Identity Theft: Trends and Issues* (January 16, 2014), p. 2, available at <https://fas.org/sgp/crs/misc/R40599.pdf> (last visited February 1, 2022).

losses of up to \$5,000); *Albert v. School Bd. of Manatee Cty., Fla.*, No. 12-CA-004113 (Doc. 53) (Fla. 12th Cir. Ct. Nov. 19, 2018) (approving settlement that provides for reimbursement of identity theft protection, out-of-pocket expenses for tax fraud for up to \$250 and other incidents of identity theft or expenses for up to \$500, and also helps Settlement Class Members protect against future harm through extended identify theft protection); *see also Hapka v. CareCentrix, Inc.*, No. 2:16-CV-02372-KGG, 2018 WL 1879845, at *3 (D. Kan. Feb. 15, 2018) (“The Settlement addresses past harms through reimbursement of Out-of-Pocket Losses or the alternative minimum \$200 payment for tax fraud and also helps Settlement Class Members protect against future harm through the Credit Monitoring Services.”).

Here, Class Members have the opportunity to enroll in two years of Medical Shield Complete, covering both medical and credit monitoring services and protecting Class Members from additional future harm. SA ¶ 4.4. Additionally, the reimbursement for documented out-of-pocket losses due to fraud of up to \$10,000.00 with compensation for time spent investigating and remediating fraud of up to \$100.00 (\$25.00/hour) compares favorably to past data breach settlements. SA ¶ 4.3.

Furthermore, the injunctive relief provided for in this Settlement is significant and ensures the rights of the Settlement Class because it swiftly commits Suncoast to certain security measures and protection of Personal Information. These remedial measures are attributable to the Settlement and are squarely consistent with the claims on which Plaintiffs have focused in the Litigation. SA ¶ 4.5. These commitments will ensure the adequacy of Suncoast’s data security practices, and will provide ongoing protection for patients’ Personal Information, as well as providing protection for patients in the future. Without this Settlement, there is little Settlement Class Members could do individually to achieve similar promises from Suncoast regarding data security going forward. The

Settlement is calculated to ensure that Suncoast not only employs the necessary, immediate resources to address existing data security vulnerabilities, but also employs the consistent best practices and accountabilities needed for long-term, proactive data security. This injunctive relief will remain in effect for no less than two (2) years. SA ¶ 4.5. The Settlement benefits present a substantial recovery, especially considering the litigation risks described above.

Finally, the Settlement treats all Settlement Class Members equitably relative to one another because all Settlement Class Members are entitled to the same Settlement Benefits. Class Counsel do not expect to encounter a high degree of opposition to the settlement considering the variety of benefits provided to the Settlement Class. Joint Decl., ¶ 22. The proposed Settlement would provide Settlement Class members with an excellent recovery at the level of what Plaintiffs might recover if they were to prevail at trial, but with immediate recovery and without continued litigation risk and cost. Given the hurdles Plaintiffs would have to overcome if they were to litigate this case to verdict and the benefits provided by the Settlement, the parties submit that the proposed Settlement is in the best interest of the Class and represents a fair, reasonable, and adequate recovery.

III. Notice Requirement

The proposed Settlement is sufficient to satisfy the notice requirements of Rule 1.220(d)(1) and the due process rights of the Settlement Class. Under Rule 1.220(d), to certify a class, notice of the pendency of a claim or defense must generally be provided to each identified and located class member. The class member then has the option to opt out of the class. Here, the parties' notice and claims administration plan meet this requirement.

The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the case, the proposed Settlement and its terms, any request

for attorneys' fees, costs, and expenses, service awards, and the Settlement Class Members' rights to opt-out of or object to the Settlement, as well as the other information required Rule 1.220.

Notice will be provided to Settlement Class Members through: (i) Direct Notice; (ii) a dedicated Settlement Website established and maintained by the Settlement Administrator which amongst other details will provide relevant dates and deadlines pertaining to the Settlement and make important case documents available for review and download; and (iii) publication notice. SA ¶¶ 7.1 – 7.6.; Schwartz Decl. (Ex. 3 hereto) ¶¶ 8-19.

Therefore, the Notice Program (including the proposed Notice forms) comply with all applicable law, including the requirements of Rule 1.220, Florida Rules of Civil Procedure and Due Process.¹⁰ Accordingly, Plaintiffs respectfully request that the Court approve the Notice Program and direct Notice to the Settlement Class.

IV. The Court Should Schedule a Final Approval Hearing and Pertinent Deadlines

In connection with the preliminary approval of the Settlement, Plaintiffs request that the Court set: (1) a date for the Final Approval Hearing no earlier than 130 days from the Preliminary Approval Order; (2) dates for filing papers relating to final approval and attorneys' fees; (3) dates for sending notice to the Settlement Class; and (4) deadlines for any requests for exclusion or objections. Plaintiffs propose the following schedule:

¹⁰ The form of the Preliminary Approval Order (Exhibit D), which was drafted and approved by Plaintiffs' counsel and Defendant's counsel, and the proposed Claim Form (Exhibit A), likewise satisfy all of the criteria of Rule 1.220.

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 10 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator to Begin Sending Short Form Notice, also known as Summary Notice (By First Class USPS Mail)	Within Thirty-Five (35) Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List of Timely, Valid Opt-Outs	10 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 30 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 130 Days After Entry Of Preliminary Approval Order

V. Relief Requested

The parties seek an order:

- (a) preliminarily approving the Settlement;
- (b) conditionally certifying, pursuant to Rule 1.220, Florida Rules of Civil Procedure, and solely for the purpose of effectuating the settlement, the Settlement Class;
- (c) approving, in form and content the proposed Notices of Class Action Settlement, substantially in the form attached to the Settlement Agreement) as Exhibits B and C;
- (d) ruling that the proposed Notice Plan: (i) will fully satisfy the requirements of Rule 1.220, Florida Rules of Civil Procedure, due process, and applicable laws; (ii) is the best notice practicable; and (iii) shall constitute due and sufficient notice of the Settlement and Fairness Hearing to members of the Settlement Class;

- (e) directing that all proceedings in this action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, are hereby stayed and suspended until further order of the Court;
- (f) designating Plaintiffs as representatives of the Settlement Class and Francesca Kester Burne of Morgan & Morgan Complex Litigation Group, and Raina Borrelli of Turke Strauss LLP as Settlement Class Counsel;
- (g) appointing Eisner Amper as Claims Administrator and directing that, within thirty-five (35) days after the date on which this order is entered, the Claim Administrator shall commence the Notice Plan, which shall be completed in the manner set forth in Article VII and Exhibits A-C of the Settlement Agreement;
- (h) permitting any Class Member to opt out of the Settlement Class by submitting to the Claim Administrator a written notice to the designated Post Office box established by the Claims Administrator or submitted electronically on the Settlement Website, within 60 days after the Notice Date; and
- (i) providing that any Class Member who objects to the approval of the Settlement Agreement may appear at the Fairness Hearing, and show cause why all terms of the proposed settlement should not be approved as fair, reasonable, and adequate, and why judgment should not be entered thereon, as long as that Class Member has appropriately filed an objection in accordance with the terms of the Settlement Agreement, no later than sixty (60) days following the Notice Date.

VI. Conclusion

For the foregoing reasons, Plaintiffs respectfully request that the Court enter the accompanying proposed order, directing notice of the proposed Settlement to the Settlement Class and setting a hearing for the purpose of deciding whether to grant final approval of the Settlement.

Dated: April 5, 2024

Respectfully submitted,

/s/ Ryan McGee

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Attorneys for Plaintiffs and the Putative Class

LOCAL RULE 11(A) COMPLIANCE

Prior to the filing of this motion, Plaintiffs' counsel conferred with counsel for Defendant and confirmed that the foregoing Motion for Preliminary Approval of Class Action Settlement is unopposed.

/s/ Ryan McGee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 5, 2024, I electronically filed a true and correct copy of the foregoing unopposed motion with the Clerk of the Court using the court's electronic filing system, which will send notification to all attorneys of record in this matter.

/s/ Ryan McGee

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): (i) Jeremy Reardon, Linda Potter, and Frankie Solomon (“Representative Plaintiffs” or “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below); and (ii) Suncoast Skin Solutions (“Suncoast” or “Defendant”) (collectively “the Parties”). This Settlement Agreement is subject to Court approval and fully, finally, and forever resolves, discharges, and settles the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. RECITALS

WHEREAS, this litigation arises from a data security incident involving personal identifying information (“PII”) and private health information (“PHI”) (collectively “Personal Information”) of approximately 77,190 individuals associated with Suncoast, including patients (“Incident”).

WHEREAS, on or around July 14, 2021, Suncoast detected unusual activity on its network. Upon discovery of this Incident, Suncoast immediately disconnected all access to the network and promptly engaged a specialized third-party cybersecurity firm to assist with securing the environment, as well as to conduct a comprehensive forensic investigation to determine the nature and scope of the incident. The forensic investigation found evidence that only some of Suncoast’s files were accessed by an unauthorized actor. On or around August 9, 2021, Suncoast detected additional unusual activity on some of its email accounts related to the earlier incident. Upon discovery of this activity, Suncoast immediately secured the accounts and promptly engaged a specialized third-party cybersecurity firm to conduct an additional comprehensive investigation to reevaluate the nature and scope of the incident.

WHEREAS, the forensic investigation concluded on October 14, 2021, and determined that certain legacy files and Suncoast email accounts may have been compromised by an unauthorized actor. The investigation found no evidence that Suncoast’s electronic medical records (“EMR”) was impacted by the Incident. On or about November 8, 2021, Suncoast completed its preliminary review of the impacted files and confirmed that some legacy patient information was impacted. Suncoast also retained a data mining vendor to review the affected files and emails to identify the individuals and specific data impacted by the Incident. On November 28, 2022, Suncoast received the finalized list of impacted individuals and provided notice to these individuals, and various State Attorney Generals on December 6, 2022.

WHEREAS, Suncoast provided notice of the Incident to the Florida Attorney General on December 1, 2021, substitute notice by posting notice of the Incident on its website and providing media notice to the Miami Herald and Florida Today on January 6, 2022, and notice to the U.S. Department of Health and Human Services on January 7, 2022.

WHEREAS, on January 13, 2023, Plaintiff, Jeremy Reardon, initiated this action by filing a Complaint and, on March 31, 2023, filed an Amended Complaint (which included two additional Plaintiffs, Linda Potter and Frankie Solomon), styled: *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, (“Action” or “Lawsuit”) (collectively, “Representative Plaintiffs”) (hereinafter “the Complaint”).

WHEREAS, in their Complaint, Representative Plaintiffs allege the following causes of action on behalf of a putative nationwide class: (1) violation of Florida’s Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*; (2) negligence; (3) breach of express contract; (4) breach of implied contract; (5) invasion of privacy; (6) unjust enrichment; (7) breach of confidence; and (8) breach of fiduciary duty.

WHEREAS, on May 1, 2023, Suncoast timely filed a Motion to Dismiss, Motion to Strike, and Supporting Memorandum of Law. On September 7, 2023, Representative Plaintiffs filed a Response in Opposition to Defendant’s Motions to Dismiss and Strike.

WHEREAS, on June 8, 2023, the Parties determined it would be beneficial to explore possibilities for early resolution. Following multiple productive meet and confer discussions, the Parties agreed that an early mediation of the Action was warranted and agreed to use respected mediator and retired judge, The Honorable Wayne R. Andersen (ret.) of JAMS. To allow the Parties to focus on settlement negotiations and adequately prepare for the mediation, the Parties also agreed to a stay of all proceedings in the case through and including November 1, 2023.

WHEREAS, in preparation for the mediation, the Parties exchanged certain documents and information related to the Action. The Parties also exchanged mediation briefs laying out their respective positions in the Action, including with respect to class certification and settlement. Plaintiffs’ counsel also provided a settlement demand prior to the mediation.

WHEREAS, on August 30, 2023, the Parties participated in a full-day virtual mediation with Judge Andersen. Unfortunately, by the end of the day, the Parties were unable to settle the matter. However, with the assistance of the mediator, on September 29, 2023, the Parties were able to come to an agreement on the central terms of a settlement pursuant to an agreed upon Confidential Settlement Term Sheet.

WHEREAS, this Settlement Agreement is the result of the mediation and subsequent settlement discussions and is intended to memorialize and supersede the terms set forth in the Confidential Settlement Term Sheet executed on September 29, 2023.

WHEREAS, pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims, causes of action, and proceedings asserted, or that could have been asserted, against Suncoast and the Released Persons (as defined below) relating to the Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Suncoast and the Released Persons relating to the Incident as set forth in the release contained herein, but excludes the claims of all Settlement Class Members who timely opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Representative Plaintiffs believe that the claims asserted in the Action, as set forth in the Complaint, have merit. Proposed Settlement Class Counsel, on behalf of Representative Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Representative Plaintiffs' claims, and Suncoast's potential defenses, including conducting an independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses. Representative Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Suncoast through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in the Action. Based on a thorough analysis of the facts and the law applicable to Representative Plaintiffs' claims in the Action, they have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

WHEREAS, this Settlement Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only, and Suncoast specifically denies any and all wrongdoing. Suncoast denies each and all of the claims and contentions alleged against them in the Complaint and Action. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Suncoast of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, Suncoast has concluded that further conduct in the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Suncoast has taken into account the uncertainty and risks inherent in any litigation, including the possibility of significant financial loss due to the Action. Suncoast has, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be bound, the Parties mutually agree as follows:

II. DEFINITIONS

1. As used in the Settlement Agreement, the following terms have the meanings specified below.

2. Defined terms:

2.1 “Action” means the lawsuit that is the subject of this Settlement Agreement, *Jeremy Reardon, Linda Potter, and Frankie Solomon, individually and on behalf of all similarly situated persons v. Suncoast Skin Solutions, Inc.*, Case No. 23-CA-00317, now pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement, exhibits, and the settlement embodied herein.

2.3 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

2.4 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the United States federal government.

2.5 “Suncoast” or “Defendant” means Suncoast Skin Solutions, Inc. and its Related Entities.

2.6 “Suncoast’s Counsel” means Wilson Elser Moskowitz Edelman & Dicker LLP.

2.7 “Claim” means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

2.8 “Claimant” means a Settlement Class Member who submits a Claim Form for Settlement Benefits under this Settlement Agreement.

2.9 “Claim Form” means the form attached as **Exhibit A** to be approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail) or electronically (*via* the Settlement Website) by Settlement Class Members who seek to file a Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Claims Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

2.10 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

2.11 “Claims Administrator” or “Settlement Administrator” means the third-party class action settlement administrator which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

2.12 “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted online to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Settlement Agreement for purposes of submitting valid Claims.

2.13 “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.

2.14 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including all charges and expenses incurred by the Claims Administrator in the administration of this Settlement and all expenses and costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement.

2.15 “Court” means the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida within which the Action is pending.

2.16 “Credit Monitoring Services” means the services to be provided to Settlement Class Members who are entitled to and who select such services on their Claim Form, as further described in Paragraph 4.4, below.

2.17 “Data Incident” or “Incident” means the cyberattack against Suncoast’s computer systems that was first discovered on or about July 14, 2021.

2.18 “Dispute Resolution” means the process for resolving disputed Claims as set forth in this Agreement.

2.19 “Effective Date” means the date by which the Settlement contemplated by this Settlement Agreement shall become effective and when all of the events and conditions specified in Paragraph 14.1 below have occurred and been met.

2.20 “Documented Out-of-Pocket Loss Payment” means payment for out-of-pocket or otherwise compensable and reimbursable economic losses that can be claimed by Settlement Class Members who are entitled to and who elect this Settlement Benefit on their Claim Form, as further described in Paragraph 4.2 below.

2.21 “Fee Award and Costs” means the reasonable attorneys’ fees, costs, and expenses incurred by counsel for Representative Plaintiffs and awarded by the Court.

2.22 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal, petition, rehearing, or other review has expired; or, (iv) if an appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Final Judgment are affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

2.23 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order will be substantially similar to the form attached as **Exhibit E**.

2.24 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Trial Rule 23 of Indiana Rules of Court, Rules of Trial Procedure.

2.25 “Judgment” or “Final Judgment” means a judgment entered by the Court, which will be substantially similar to the form attached as **Exhibit F**, or a judgment substantially similar to such form.

2.26 “Litigation” means all claims and causes of action asserted, including those asserted in the Action, or that could have been asserted, against Suncoast and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals originating, or that may originate, in the jurisdictions of the United States against Suncoast relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the Action.

2.27 “Long Form Notice” means the long form notice of settlement, substantially in the form attached as **Exhibit C**.

2.28 “Lost Time Payment” means payments provided to Settlement Class Members who are entitled to and who select such a payment on their Claim Form, and as further described in Paragraph 4.3 below.

2.29 “Notice” means notice of the proposed class action settlement to be provided to Settlement Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, the Settlement Website, and media notice.

2.30 “Notice Date” means the date upon which Notice is initially disseminated to the Settlement Class by the Claims Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.

2.31 “Objection Deadline” means the date by which Settlement Class Members must submit either by mail *via* postmark or electronic means *via* Settlement Website their written objection to the Settlement, and/or any application and motion for (i) the Fee Award and Costs, and (i) the Service Awards, pursuant to the terms and conditions herein, which shall be sixty (60) days following the Notice Date.

2.32 “Opt-Out Date” means the date by which Settlement Class Members must submit a Request for Exclusion to be excluded from the Settlement Class, pursuant to the terms and conditions herein, which shall be sixty (60) days following the Notice Date. The deadline to request exclusion from the Settlement Class will be clearly set forth in the Settlement Class Notice.

2.33 “Parties” means (i) Representative Plaintiffs and (ii) Suncoast.

2.34 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

2.35 “Personal Information” means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, without limitation, names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or protected health information.

2.36 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement Agreement (including, but not limited to, the forms) and orders that notice be provided to the proposed Settlement Class, establishes a procedure for Settlement Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Settling Parties’ proposed form of Preliminary Approval Order that is attached as **Exhibit D**.

2.37 “Proposed Settlement Class Counsel,” “Plaintiffs’ Counsel” and “Class Counsel” means Francesca K. Burne, Esq., Morgan & Morgan, and Raina Borrelli, Turke & Strauss LLP.

2.38 “Reasonable Documentation” means documentation supporting a claim for Settlement Claim seeking recovery of any benefits for Out-of-Pocket Losses including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Out-of-Pocket Losses cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

2.39 “Related Entities” means Suncoast’s respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors,

successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is 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.

2.40 “Released Claims” shall collectively mean any and all claims and causes of action of every nature and description (including “Unknown Claims” as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, including, without limitation, any causes of action under or relying on negligence; breach of implied contract; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

2.41 “Released Persons” or “Released Parties” means Suncoast and its Related Entities and each of their past, present, or future parent companies, partnerships, subsidiaries, divisions, related or affiliated entities, and owners and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers, transferees, trustees, and assigns.

2.42 “Representative Plaintiffs” or “Class Representatives” means Jeremy Reardon, Linda Potter, and Frankie Solomon.

2.43 “Request(s) for Exclusion” is the written communication by a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Settlement Agreement.

2.44 “Service Awards” means the amount awarded by the Court and paid to the Representative Plaintiffs in recognition of their role in this Litigation, as set forth in Paragraphs 11.1 through 11.3 below.

2.45 “Settlement Benefit(s)” means any Settlement Payment, Credit Monitoring Services, Documented Out-of-Pocket Loss Payments, or Lost Time Payments as set forth herein, and any other benefits the Settlement Class Members receive pursuant to this Settlement

Agreement, including non-monetary benefits and relief, the Service Awards, Fee Award and Costs, and Costs of Claims Administration.

2.46 “Settlement Claim” or “Claim” means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

2.47 “Settlement Class” means all persons whose Personal Information was compromised as a result of the Data Incident. The Settlement Class specifically excludes: (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.

2.48 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

2.49 “Settling Parties” means, collectively, Suncoast and Representative Plaintiffs, individually and on behalf of the Settlement Class.

2.50 “Settlement Payment” means any payment to any Settlement Class Member on Approved Claims.

2.51 “Settlement Website” means the internet website to be created, launched, and maintained by the Claims Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant class documents including the Notices, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

2.52 “Summary Notice” means the summary notices of the proposed Settlement herein, substantially in the form attached as **Exhibit B**.

2.53 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Representative Plaintiffs, do not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (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), which is similar, comparable, or equivalent to California Civil Code §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.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2.54 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

III. SETTLEMENT FUND

3.1 Non-reversionary Settlement Fund. The maximum amount that Suncoast is obligated to pay in total for this Settlement shall consist of a non-reversionary settlement fund totaling \$825,000 (“Settlement Fund”). The Settlement Fund will be used to pay for all expenditures pertaining to this Settlement: (1) Documented Out-of-Pocket Losses Payment; (2) Lost Time Payment; (3) Credit Monitoring Services; (4) Cost of Claims Administration; and (5) Service Awards and Fee Award and Costs awarded by the Court.

3.2 The Claims Administrator will create an account into which Suncoast will deposit the total sum of \$825,000 for the Settlement Fund, within fifteen (15) days after entry of the Preliminary Approval Order. The Settlement Administrator will place the Settlement Fund in an interest-bearing account created by order of the Court intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Suncoast shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Suncoast and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for

satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

IV. SETTLEMENT BENEFITS TO CLASS

4.1 Subject to the caps described below, Settlement Class Members may file a claim to receive each of the following benefits: (1) Out-of-Pocket Loss Payment; (2) Lost Time Payment; and (3) Credit Monitoring Services.

4.2 Claim for Documented Out-of-Pocket Loss Payment. 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 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.

4.2.1 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.

4.2.2 Settlement Class Members seeking a Documented Out-of-Pocket Loss Payment under this Paragraph must complete and submit either a written or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that he or she believes that the losses or expenses claimed were incurred as a result of the Incident. The Claim Form will require Claimants to submit Reasonable Documentation of the out-of-pocket costs(s) claimed as economic losses. The reasonableness of such documentation will be determined by the Claims Administrator in its professional judgment. Nothing in this Settlement Agreement shall be construed to provide for any double payment for the same loss or injury that was reimbursed or compensated by any other source. To be valid, Claims for payment or reimbursement of Documented Out-of-Pocket Losses must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. All Documented Out-of-Pocket Payments shall be paid out of the Settlement Fund.

4.3 Claim for Lost Time Payment. All Settlement Class Members may submit a Claim Form for compensation of up to four 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.

4.3.1 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 attestation is also to be made on the Claim Form. No attestation or verification required by this Settlement Agreement shall require notarization. This Settlement Benefit may be selected in addition to submitting a Claim for Credit Monitoring Services and other Out-of-Pocket Losses. All Lost Time Payments shall be paid out of the Settlement Fund.

4.4 Claim for 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 (“Credit Monitoring Services.”)

4.4.1 Settlement Class Members must affirmatively request credit monitoring by electing this benefit on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided by the Class Member on the Claim Form. This Settlement Benefit may be selected in addition to a Lost Time Payment and Documented Out-of-Pocket Loss Payment. All costs associated with Credit Monitoring Services shall be paid out of the Settlement Fund.

4.5 Equitable Relief and Security Enhancements. In addition to all of the foregoing Settlement Benefits, Suncoast agrees to adopt, continue, and implement and maintain the following (or substantially similar) data security measures for a period of no less than two (2) years from the Effective Date of this Settlement Agreement:

- a. Increase password complexity for all user accounts;
- b. Implement 24/7 Sophos EDR/Threat Hunting for all endpoints;
- c. Implement OneLogin MFA for all Microsoft 365 Cloud applications;
- d. Configure multiple apps for use in OneLogin Single Sign-on portal;
- e. Implemented DRUVA Cloud Office 365 backups;
- f. Implement Knowbe4 Security Awareness training for employees;
- g. Update security settings in Sophos to prevent installation of unauthorized remote or FTP applications on any machine;
- h. Protect ScreenConnect Cloud with MFA and limit internal access to only authorized IT employees;
- i. Implement Liongard to monitor change management for Active Directory, Servers, Workstations Microsoft;
- j. SharePoint, Teams, One Drive, Azure Active Directory, and Exchange;
- k. Limit hourly employee access to Active Directory, Microsoft 365 and the Electronic Health Record system to 7 am – 7 pm; and
- l. Implement Perimeter 81 Zero Trust Network Access to replace standard VPN.

4.7 Pro Rata Reduction and Residual Funds. In the event the amount of Claims for Settlement Benefits under Paragraphs 4.1 through 4.4 exceed 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 under Paragraphs 4.1 through 4.3 shall be reduced on a *pro rata* basis. In the event residual funds remain after payment of all valid Claims for Settlement Benefits under Paragraphs 4.1 through 4.4, 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 Stetson University College of Law as a *cypres* recipient, subject to Court Approval.

V. CLAIMS ADMINISTRATION

5.1 Submission of Claims. Settlement Class Members seeking Settlement Benefits under Paragraphs 4.1 through 4.4 must submit a valid Claim using the Claim Form to the Claims Administrator.

5.2 Claims Period. All Settlement Class Members shall have ninety (90) days after the Notice Date to make Claims for Settlement Benefits by submitting a Claim Form to the Claims Administrator. The Claim Form must be postmarked or electronically submitted online within 90 days after the Notice Date. The Notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required.

5.3 Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Claims Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Claims Administrator.

5.4 Untimely Claims. Any Settlement Class Members who fail to submit a Claim for any Settlement Benefits under the terms of this Settlement Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any Settlement Payments or Settlement Benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the released contained herein, and, upon its entry, the Final Judgment.

5.5 Review of Claim Forms. The Claims Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete and whether Settlement Class members are eligible for a Settlement Payment.

5.6 Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement

Class Member; and (2) the claimant has provided all information and Reasonable Documentation required to complete a valid Claim Form, including any documentation that may be necessary to reasonably support the Settlement Benefits described in Paragraphs 4.1 through 4.4 and required for the Claims Administrator to determine whether the claimed losses are fairly traceable to the Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim, *e.g.*, Reasonable Documentation and information requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

5.7 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient information or Reasonable Documentation to determine whether the Claim is Facially Valid, the Claims Administrator shall request additional information (“Claim Supplementation”) within thirty (30) days of receipt of such Claim Form, and a copy of the request for Claim Supplementation shall be provided to Class Counsel and Suncoast’s Counsel, if requested. The Claims Administrator shall give the claimant twenty-one (21) days from the date of its request for Claim Supplemental to cure the defect before rejecting the Claim. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

5.8 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator, in its sole discretion, shall have thirty (30) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all information and documentation submitted by the claimant, the Claims Administrator determines that such Claim is Facially Valid, then the Claim shall be paid. If the Claim is partially Facially Valid, the Claim shall be paid to the extent that the Claims Administrator, in its sole discretion, determines the Claim to be Facially Valid. If the claim is not Facially Valid, then the Claims Administrator may reject the claim.

5.9 Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Settlement Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by first class U.S. Mail.

5.10 Timing of Settlement Benefits. Within fifteen (15) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Settlement Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their otherwise valid Claim Form. Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Class Members who selected Credit Monitoring Services with enrollment instructions for the Credit Monitoring Services.

5.11 Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who receive a Lost Time Payment or Documented Out-of-Pocket Loss

Payment by physical check shall have sixty (60) days following distribution to deposit or cash their benefit check.

5.12 Returned/Uncashed Payments. For any Settlement Payment that is returned to the Claims Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Claims Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid mailing address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Claims Administrator shall only make one attempt to repay or resend a Settlement Payment. Settlement Class Members shall have sixty (60) days following the distribution of any resent benefit checks resent deposit or cash their benefit checks.

5.13 Residual Funds. For any Settlement Payment that is uncashed or deposited within the deadlines stated herein, the funds shall be distributed by the Claims Administrator to the *cy pres* recipient pursuant to the terms of Paragraph 4.7.

5.14 Limitation of Liability.

a. Suncoast and Suncoast's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any Claims.

b. Representative Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any Claims.

c. The Claims Administrator shall indemnify and hold Class Counsel, the Settlement Class, Representative Plaintiffs, Suncoast, and Suncoast's Counsel harmless for (i) any act or omission or determination of the Claims Administrator, or any of Claim Administrator's designees or agents, in connection with the Notice plan and the administration of the Settlement; or (ii) the determination, administration, calculation, or payment of any Claims.

VI. REQUIRED EVENTS AND COOPERATION BY PARTIES

6.1 Settlement Class Certification. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order of this Settlement and Final Judgment and the occurrence of the Effective Date. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Effective Date does not occur because the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, is void and will be vacated and the

Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Settling Parties' position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

6.2 Confidentiality of Information Submitted by Settling Parties. Information submitted by Settling Parties pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Class Counsel, Suncoast's Counsel, Representative Plaintiffs, Suncoast and/or the Claims Administrator, as appropriate. Any Class Member information received by the Claims Administrator is provided solely for the purposes of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. As such, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Suncoast's Counsel, to ensure that any information provided to it by Settlement Class Members, Class Counsel, Suncoast, or Suncoast's Counsel, will be secure and used solely for the purpose of effecting this Settlement. As such, except to administer the Settlement as provided for in this Settlement Agreement, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member's information. The Claims Administrator shall timely and permanently destroy the Class Members' information once its duties under the Settlement Agreement and related legal obligations have been completed.

6.2.1 All documents, materials, and information, if any, provided by Suncoast in confirmatory discovery is confidential and may not be used for any purpose other than confirmatory discovery in this Litigation.

6.3 Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement and the agreement by the Parties to the substance and form of the referenced Exhibits of this Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached as **Exhibit D**.

6.4 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Settlement Agreement on the schedule set by the Court, subject to the terms of this Settlement Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best efforts to amend the schedule to accomplish the goals of this Settlement Agreement.

6.5 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing in compliance with all applicable laws.

VII. NOTICE OF SETTLEMENT

7.1 The Claims Administrator shall provide Notice to the Settlement Class Members and administer the Settlement under the Parties' supervision pursuant to the Court's Preliminary Approval Order and subject to the exclusive jurisdiction of the Court. The Notice plan

shall be subject to approval by the Court as satisfying constitutional due process requirements. All costs associated with the Notice plan shall be paid from the Settlement Fund.

7.2 Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the Preliminary Approval Order and the terms of this Settlement Agreement. The Notice plan shall be designed to provide for maximum clarity and ease of Claim submission. Notice is subject to review and approval by the Parties.

7.3 Notice Date. Within thirty-five (35) days of entry of the Preliminary Approval Order (*i.e.*, the Notice Date), or such other time as may be ordered by the Court, the Claims Administrator shall provide Notice to the Settlement Class Members as set forth herein. All costs associated with Notice and Settlement Administration shall be paid from the Settlement Fund.

7.4 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to the Settlement Class Members as follows:

a. In postcard form by U.S. mail, postage prepaid to Settlement Class Members using the postal addresses Suncoast used for providing notice of the Incident to the Settlement Class Members in or about December 6, 2022. The postcard form shall consist solely of the Summary Notice and shall not include a claim form.

b. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S. Postal Service on the face of the returned mail.

c. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address database maintained by the U.S. Postal Service, in an attempt to identify current mailing addresses for the respective Settlement Class Members for purposes of re-mailing the Summary Notice.

d. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph.

7.5 Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Claims Administrator shall launch a dedicated settlement website, and shall maintain and update the website, on the internet in accordance with this Settlement Agreement. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claim Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Summary Notice, Long Notice, Claim Form, Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement

Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly for any additional information about the Settlement. The Claims Administrator shall also provide copies of the Summary Notice, Long Notice, Claim Form, and Settlement Agreement to Settlement Class Members, upon request. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.

7.6 Publication Notice. Notice shall also be provided by the Settlement Administrator via publication pursuant to the notice plan agreed to by the Parties.

7.7 Settlement Toll Free Number. The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

VIII. OPT-OUT/REQUEST FOR EXCLUSION PROCEDURE

8.1 The Notice shall explain that the procedure for Class Members to opt-out and exclude themselves from the Settlement Class is by notifying the Claims Administrator in writing, postmarked no later than sixty (60) days after the Notice Date.

8.2 Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time on or before the Opt-Out Date. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or by the Claims Administrator on or before the Opt-Out Date. In the event the Settlement Class Member submits a Request for Exclusion to the Claims Administrator via U.S. Mail, the Request for Exclusion must be in writing and must identify 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; state the name, address, and telephone number of the Settlement Class Member seeking exclusion; be physically signed by the person seeking exclusion; and must also 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.”

8.3 Any person who submits valid and timely Request for Exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action; (ii) be entitled to any relief or Settlement Benefits under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. All persons falling within the definition of the Settlement Class who do not submit a valid and timely Request for Exclusion in the manner set forth herein shall be bound by the terms of this Settlement Agreement and Judgment entered by the Court.

8.4 Within ten (10) days after the Opt-Out Date, the Claims Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

8.5 In the event that within ten (10) days after the Opt-Out Date there is a total of 2% or more of the Settlement Class who have Opted-Out of the Class, Suncoast may, by notifying Proposed Settlement Class Counsel in writing, void this Settlement Agreement. If Suncoast voids the Settlement Agreement pursuant to this Paragraph, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court as to avoid prejudice to any Party or Party’s counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

IX. OBJECTION PROCEDURES

9.1 The Notice shall explain that the procedure for Settlement Class Members to object to the Settlement is by timely filing a written objection with the Court by the Objection Deadline. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why the Final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must follow the Objection Procedures set forth herein.

9.2 Objection Requirements. All written objections and supporting papers must clearly 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. The Notice will inform Settlement Class Members that to be considered timely and valid, all objections must be filed with the Hillsborough County Clerk of Courts no later than sixty (60) days following the Notice Date. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the Claims Administrator and Suncoast’s Counsel as noted below, postmarked no later than sixty (60) days after the Notice Date, at:

Court	Claims Administrator	Suncoast’s Counsel
Attn: Hillsborough County Clerk of Courts 800 E. Twigg St. Tampa, Florida 33602	[ADD Claims Administrator’s contact information]	Jennifer Stegmaier Wilson Elser Moskowitz Edelman & Dicker LLP 55 West Monroe Street Suite 3800 Chicago, Illinois 60603

9.3 **Objection Deadline.** No Class Member or other person will be heard on such matters unless they have filed with the Court the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, by no later than sixty (60) days after the Notice Date, unless otherwise granted permission by the Court.

9.4 The Parties agree that Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any arguments in response to any objector.

9.5 **Failure to Adhere to Objection Procedure.** Any Settlement Class Member who fails to comply with the requirements for objecting herein shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraphs 9.1 through 9.5. Without limiting the foregoing, any challenge to the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, or the Judgment to be entered upon final approval, shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

X. RELEASE

10.1 Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted, or that could have been asserted, in the Action.

10.2 The obligations incurred under this Settlement shall be in full and final disposition of the Action and of any and all Released Claims as against all Released Parties.

10.3 Upon the Effective Date, and without any further action, each Settlement Class Member, including Representative Plaintiffs, and including themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees and administrators, for good and valuable consideration, the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Representative Plaintiffs further agree not to knowingly and voluntarily assist in any way any third-party in commencing of prosecuting any suit against the Released Parties relating to any Released Claim.

10.4 Notwithstanding any term herein, neither Suncoast nor the Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs and each and all of the Settlement Class Members.

XI. CLASS REPRESENTATIVE SERVICE AWARDS

11.1 Class Counsel may seek Service Awards to the Representative Plaintiffs, and Suncoast's Counsel shall not object, in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each Representative Plaintiff, for a total service award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), in recognition of the Representative Plaintiffs' efforts on behalf of the Settlement Class Members. Class Counsel may file a motion seeking Service Awards for the Representative Plaintiffs on or before thirty (30) days prior to the Objection Deadline.

11.2 Any Service Awards approved by the Court shall be paid by the Claims Administrator via check or electronic distribution from the Settlement Fund within fifteen (15) days after the Effective Date.

11.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for cancellation or termination of this Settlement Agreement.

11.4 The Parties did not discuss or agree upon the amount of the Service Awards for which Representative Plaintiffs can apply, until after the substantive terms of the Settlement had been agreed upon. The amount of the Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

XII. ATTORNEYS' FEES, COSTS, EXPENSES

12.1 Class Counsel may request the Court to approve an award of attorneys' fees, costs, and expenses ("Fee Award and Costs"), and Suncoast's Counsel shall not object, 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, on or before fourteen (14) days prior to the Objection Deadline.

12.2 Any Fee Award and Costs approved by the Court shall be paid by the Claims Administrator subject to receipt of sufficient payment instructions from Class Counsel and a W-9 for Class Counsel.

12.3 Any Fee Award and Costs shall be paid by the Claims Administrator via check or electronic distribution from the Settlement Fund in the amount approved by the Court within ten (15) days after the Effective Date.

12.4 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses.

12.5 In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Costs in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs shall constitute grounds for cancellation or termination of this Settlement Agreement.

12.6 Once paid, Proposed Settlement Class Counsel shall have the sole and absolute discretion to thereafter allocate the Fee Award and Costs among Plaintiffs' Counsel.

12.7 The Parties did not discuss or agree upon the amount of the Fee Award and Costs which Class Counsel can apply for, until after the substantive terms of the Settlement had been agreed upon. The amount of the Fee Award and Costs is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

XIII. CLAIMS ADMINISTRATOR'S DUTIES

13.1 Cost Effective Claims Processing. The Claims Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Settlement Agreement.

13.2 Dissemination of Notices. The Claims Administrator shall disseminate the Notice as provided for in this Settlement Agreement and approved by the Court.

13.3 Maintenance of Records. The Claims Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Claims Administrator shall maintain all such records as required by applicable law in accordance with its

business practices and such records will be made available to Class Counsel and Suncoast's Counsel upon request. The Claims Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Claims Administrator shall provide Class Counsel and Suncoast's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Claims Administrator shall also:

a. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Suncoast's Counsel a copy thereof no later than five (5) days following the deadline for submission of Requests for Exclusion. If the Claims Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Date, the Claims Administrator shall promptly provide copies thereof to Class Counsel and Suncoast's Counsel.

b. Provide weekly reports to Class Counsel and Suncoast's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Claims Administrator (including a breakdown of what types of Claims were received and approved and the monetary amount of the claims approved) and the categorization and description of Claim Forms rejected by the Claims Administrator.

c. Make available for inspection by Class Counsel and Suncoast's Counsel the Claim Forms and any supporting documentation received by the Claims Administrator at any time upon reasonable notice;

d. Cooperate with any audit by Class Counsel or Suncoast's Counsel who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Settlement Agreement.

e. In general, the Claims Administrator shall keep Class Counsel and Suncoast's Counsel informed regarding all material aspects of the claims process and settlement administration. Upon request by any Settlement Class Members, Class Counsel may assist such Settlement Class Members with the claims process and intercede with the Claims Administrator on their behalf.

13.4 Requests for Additional Information. In the exercise of its duties outlined in this Settlement Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member who submits a Claim Form.

13.5 Within thirty (30) days after the Effective Date and thirty (30) days of the completion date when all Claims have been processed, if these dates differ, the Claims Administrator shall provide a status update to the Class Counsel and Suncoast's Counsel regarding the Claims processed to date, and the amount of the approved Claims and denied Claims.

13.6 Within thirty (30) days after the completion date when all Claims have been processed, the Claims Administrator shall make best efforts to send out credit monitoring codes for all Approved Claims.

13.7 Within fifteen (15) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Settlement Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their otherwise valid Claim Form.

XIV. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

14.1 The Effective Date of the settlement shall be the first day after all of the following conditions have occurred:

- a. Suncoast and Class Counsel execute this Settlement Agreement;
- b. the Court has entered the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as **Exhibit D**;
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d. Suncoast has not exercised its option to terminate the Settlement Agreement;
- e. the Court has entered the Final Approval Order and Final Judgment, without material change, attached as **Exhibit E** and **Exhibit F**, respectively; and
- f. the Final Approval Order and Final Judgment have become Final.

14.2 If all of the conditions specified in Paragraph 14.1 herein are not satisfied, the Settlement Agreement shall be canceled and terminated unless the Settling Parties mutually agree in writing to proceed with the Settlement Agreement.

14.3 In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Final Judgment, or the Final Approval Order and Final Judgment do not become final (as described herein), Suncoast may at its sole discretion terminate this Settlement Agreement on five (5) Business Days written notice from Suncoast's Counsel to Class Counsel.

14.4 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their

unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

14.5 Except as otherwise provided herein, in the event the Settlement Agreement is terminated, the Parties to this Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Settlement Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated, *nunc pro tunc*, and shall not be used in or cited by any person or entity in support of claims or defenses.

14.6 In the event this Settlement Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Settlement Agreement.

14.7 Notwithstanding any provision in this Settlement Agreement, in the event this Settlement Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event the Effective Date does not occur, each Party shall bear its own attorneys’ fees and costs.

XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

15.1 This Settlement Agreement, any communications and negotiations relating to this Settlement Agreement or the Settlement, and any proceedings taken pursuant to this Settlement Agreement:

a. shall not be offered or received against Suncoast as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Suncoast with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Suncoast;

b. shall not be offered or received against Suncoast as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Suncoast;

c. shall not be offered or received against Suncoast as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of

duty, or wrongdoing, or in any way referred to for any other reason as against Suncoast, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

d. shall not be construed against Suncoast as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

e. shall not be construed as or received in evidence as an admission, concession or presumption against the Representative Plaintiffs or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by Suncoast have any merit.

XVI. MISCELLANEOUS PROVISIONS

16.1 Claims Administrator Selection. Within thirty (30) days after execution of the Settlement Agreement the Parties shall agree on the selection of the Claims Administrator.

16.2 Qualified Settlement Fund. Within seven (7) days after the Court's entry of the Preliminary Approval Order, the Claims Administrator shall open a Qualified Settlement Fund ("QSF") for the purpose of creating the Settlement Fund.

16.3 Within (15) days of entry of the Preliminary Approval Order, Suncoast shall provide \$825,000 to the Claims Administrator to deposit and hold in the QSF.

16.4 Within ten (10) days of entry of the Preliminary Approval Order, Suncoast shall provide the Claims Administrator with copies of the data files for purposes of providing Notice to the Class Members.

16.5 Plaintiffs' Counsel shall file a Motion for Final Approval of the Settlement no later than thirty (30) days prior to the Final Approval Hearing.

16.6 The Final Approval Hearing shall be set by the Court and shall be at least 130 days after the Court's entry of the Preliminary Approval Order.

XVII. REPRESENTATIONS

17.1 The Settling Parties represent that: (i) such Party has full legal right, power, and authority to enter into and perform this Settlement Agreement, subject to Court approval; (ii) the execution and delivery of this Settlement Agreement by such Party of the transactions contemplated by this Settlement Agreement have been duly authorized by such Party; (iii) this Settlement Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Settlement Agreement.

17.2 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

17.3 The Settlement Agreement, together with the Exhibits attached, constitute the entire agreement among the Parties, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized herein. This agreement supersedes all previous agreements made by the Parties, including but not limited to the Confidential Settlement Term Sheet fully executed by counsel for the Settling Parties.

17.4 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

17.5 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

17.6 Except as otherwise provided herein, each Party shall bear its own fees and costs.

17.7 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed.

SIGNATURES OF THE PARTIES

JEREMY REARDON

Signature: _____

Dated: _____

LINDA POTTER

Signature: Linda Potter

Dated: 3/15/2024

FRANKIE SOLOMON

Signature: _____

Dated: _____

PROPOSED SETTLEMENT CLASS COUNSEL

Morgan & Morgan

Dated: _____

Signature: _____

By: Francesca K. Burne

Title: Attorney

Address: 201 N. Franklin St., 7th Floor, Tampa, Florida 33602

Phone: (813) 424-5618

Fax: (813) 222-2446

Email: fburne@forthepeople.com

SIGNATURES OF THE PARTIES

JEREMY REARDON

Signature: _____

Dated: _____

LINDA POTTER

Signature: _____

Dated: _____

FRANKIE SOLOMON

Signature:  _____

Dated: 3/16/2024

PROPOSED SETTLEMENT CLASS COUNSEL

Morgan & Morgan

Dated: _____

Signature: _____

By: Francesca K. Burne

Title: Attorney

Address: 201 N. Franklin St., 7th Floor, Tampa, Florida 33602

Phone: (813) 424-5618

Fax: (813) 222-2446

Email: fburne@forthepeople.com

SIGNATURES OF THE PARTIES

JEREMY REARDON

Signature: _____

Dated: _____

LINDA POTTER

Signature: _____

Dated: _____

FRANKIE SOLOMON

Signature: _____

Dated: _____

PROPOSED SETTLEMENT CLASS COUNSEL

Morgan & Morgan

Dated: 3/18/2024

Signature: 
By: Francesca K. Burne

Title: Attorney
Address: 201 N. Franklin St., 7th Floor, Tampa, Florida 33602
Phone: (813) 424-5618
Fax: (813) 222-2446
Email: fburne@forthepeople.com

Turke & Strauss LLP

Dated: 03 / 12 / 2024

Signature: *Raina Borrelli*
By: Raina Borrelli

Title: Attorney
Address: 613 Williamson Street, Suite 201, Madison, Wisconsin 53703
Phone: (608) 237-1775
Fax:
Email: raina@turkestrauss.com

SUNCOAST SOLUTIONS, INC.

Dated: _____

Signature: _____
By: Becky Ewanowski
Title: President

SUNCOAST SOLUTIONS, INC. Counsel

WILSON ELSEER MOSKOWITZ EDELMAN & DICKER, LLP

Dated: _____

Signature: _____
By: Jennifer S. Stegmaier

Title: Partner, Wilson Elser Moskowitz Edelman & Dicker, LLP
Address: 55 West Monroe Street, Suite 3800, Chicago Illinois 60603
Phone: (312) 281-6167
Fax: (312) 704-1522
Email: jennifer.stegmaier@wilsonelser.com

Turke & Strauss LLP

Dated: _____

Signature: _____

By: Raina Borrelli

Title: Attorney

Address: 613 Williamson Street, Suite 201, Madison, Wisconsin 53703

Phone: (608) 237-1775

Fax:

Email: raina@turkestrauss.com

SUNCOAST SOLUTIONS, INC.

Dated: 3/13/2024

Signature: _____

By: Becky Ewanowski

Title: President

SUNCOAST SOLUTIONS, INC. Counsel

WILSON ELSEY MOSKOWITZ EDELMAN & DICKER, LLP

Dated: 3/13/2024

Signature: _____

By: Jennifer S. Stegmaier

Title: Partner, Wilson Elser Moskowitz Edelman & Dicker, LLP

Address: 55 West Monroe Street, Suite 3800, Chicago Illinois 60603

Phone: (312) 281-6167

Fax: (312) 704-1522

Email: jennifer.stegmaier@wilsonelser.com

— EXHIBIT A —

Suncoast Skin Solutions Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form Must Be Postmarked By
XXXX XX, 2024**

Reardon et al. v. Suncoast Skin Solutions, Inc.

Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Case No. 23-CA-00317

Claim Form

This Claim Form is to be used to apply for benefits related to the Data Incident that Suncoast Skin Solutions, Inc. ("Defendant") discovered on approximately July 14, 2021. There are three (3) types of benefits for which Settlement Class Members may be eligible: (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) two (2) years of Medical Shield Complete medical and credit monitoring services. To receive these benefits, Settlement Class Members must submit a signed, valid Claim Form. In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, then the cash Settlement Payments to be paid for Approved Claims shall be proportionately reduced on a pro rata basis and paid in accordance with the terms and conditions of the Settlement Agreement.

To submit a claim, you must be a Settlement Class Member whose Personal Information was potentially compromised in the Data Incident and/or received Notice of this settlement with a Settlement Claim ID.

Please be advised that any supporting documentation that you would like to provide must be submitted with this Claim Form. If you have questions about this Claim Form, please visit the Settlement Website at www.Settlement Website.com for additional information. Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

PLEASE KEEP A COPY OF YOUR CLAIM FORM, SUPPORTING DOCUMENTATION, AND PROOF OF MAILING FOR YOUR RECORDS.

A. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

_____	_____	
First Name*	Last Name*	

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*		
_____	_____	_____
City*	State*	Zip Code*

Email Address*		
_____	_____	_____
Telephone Number*	_____	Settlement Claim ID*

B. Reimbursement for Out-of-Pocket Losses

Check this box if you suffered verifiable financial losses as a result of the Data Incident.

If it is verified that you meet all the criteria described in the Settlement Agreement, **and you submit documentation** that proves your losses and the dollar amount of those losses, you are eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$10,000 per person**. Out-of-Pocket Losses includes: (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.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

For each loss that you believe was incurred as a result of the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and all documentation that supports the loss. **You must provide ALL this information for this claim to be processed.** Supporting documents must be submitted with this Claim Form.

If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim. Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at <https://www.laddj.com>. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Description of Loss	Date of Loss (MM/DD/YY)	Amount of Loss	Documentation Description
<i>Example: Identity Theft Protection Service</i>	0 7 / 1 7 / 2 0	\$ 50.00	<i>Copy of identity protection service bill</i>
<i>Example: Fees paid to a professional to remedy a falsified tax return</i>	0 2 / 3 0 / 2 1	\$ 25.00	<i>Copy of the professional services bill</i>
	□ □ / □ □ / □ □	\$	
	□ □ / □ □ / □ □	\$	
	□ □ / □ □ / □ □	\$	
	□ □ / □ □ / □ □	\$	
	□ □ / □ □ / □ □	\$	
	□ □ / □ □ / □ □	\$	
	TOTAL AMOUNT CLAIMED:	\$	

C. Reimbursement for Lost Time

Class Members may submit a claim for up to four (4) hours of time spent remedying issues related to the Data Incident. Four (4) hours of lost time may be reimbursed at \$25 per hour (\$100 cap) if you provide an attestation as to the time you spent remedying issues related to the Data Incident.

Examples of lost time spent remedying issues related to the Data Incident may include time spent remedying identity theft, fraud, misuse of private information, credit monitoring, or freezing credit reports.

Yes, I understand that I am submitting this Claim Form and the affirmation it makes as to my seeking relief for Lost Time under penalty of perjury. I further understand that failure to check this box may render my Claim for Lost Time null and void.

Hours spent remedying issues related to the Data Incident (4 hour maximum) hours

D. Credit Monitoring Services

Class Members are eligible to enroll in two (2) years of Medical Shield Complete medical and credit monitoring services.

By checking the below box, I choose to enroll in Credit Monitoring Services.

Yes, I choose to enroll in Credit Monitoring Services.

E. Payment Options

Settlement Class Members whose claim forms are determined to be timely and valid will receive their cash payments via an electronic payment method or by check. Please ensure you provide a current, valid email address in Section I of this claim form. If the email address you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

Please select from **one** of the following payment options:

Venmo

Venmo Account Email Address or Phone Number

Zelle

Zelle Account Email Address or Phone Number

PayPal

PayPal Account Email Address or Phone Number

E-MasterCard

Your Current Email Address

Physical Check: Payment will be mailed to the address provided in Section I above.

F. CLASS MEMBER AFFIRMATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature

Printed Name

Date

— EXHIBIT B —

Suncoast Skin Solutions Data Breach
[admin address]

Reardon et al. v. Suncoast Skin Solutions, Inc. Case No. 23-CA-000317 (Fla. 13th Jud. Cir. for Hillsborough Cty.)

Court-Approved Legal Notice

If your personal information was impacted by a cybersecurity incident that Suncoast Skin Solutions discovered on approximately July 14, 2021, you may be entitled to benefits from a class action settlement.

A Florida State Court authorized this Notice.

This is not junk mail, an advertisement, or a solicitation from a lawyer.

For more information, visit www.<<WebsiteName>>.com or call toll-free 1-XXX-XXX-XXXX.

Forwarding Service Requested

Postal Service: Please do not mark barcode

<<RefNum Barcode>>

Unique ID: <<RefNum>>

<<First Name>> <<Last Name>>

<<Address 1>><<Address 2>>

<<City>>, <<State>> <<Zip>><<Zip 4>>

IMPORTANT MESSAGE FROM THE COURT: A settlement has been reached in a class action lawsuit concerning Suncoast Skin Solutions, Inc. (“Defendant”) and a security breach of its IT system (the “Data Security Incident”) that Defendant discovered on approximately July 14, 2021, when an unauthorized party accessed or potentially accessed information stored on Defendant’s computer system, including names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or protected health information.

Who is Included? The Class includes: All individuals whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

What does the Settlement Provide? Please see the Settlement Agreement for full details. Generally, Class Members are eligible to receive the following relief from the \$825,000 Settlement Fund: (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. 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. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>. **To be eligible to enroll in Credit Monitoring Services, you must submit a valid and timely Claim Form.**

How To Get Benefits: You must submit a Claim Form, available at <<SettlementWebsite>. The Claim Form must be postmarked or submitted electronically at <<SettlementWebsite> on or before <<ClaimDeadline Date and Time>>. Claims will be subject to a verification process.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties arising out of the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by <<ExclusionDeadline>>. If you do not exclude yourself, you may object to the Settlement by <<ExclusionDeadline>>. Please see the Settlement Agreement for full details.

The Final Approval Hearing. The Court has scheduled a hearing for <<FinalApprovalDate>>, to decide whether to approve the Settlement; attorneys’ fees, costs, and expenses (up to one-third of the Settlement Fund, or \$275,000, plus reasonable costs and expenses not to exceed \$25,000); service awards (\$2,500.00 to each Representative Plaintiff, for a total service award of \$7,500.00); and any objections. You may or your attorney may speak, at your own cost, about your objection at the hearing.

More Information. More information about your rights and options can be found in the Long-Form Notice and Settlement Agreement available at <<SettlementWebsite>>.

Para una notificación en español, visite www.<<SettlementWebsite>>.com.

— EXHIBIT C —

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 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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<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 _____ 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>	_____, 2024
OPT OUT OF THE SETTLEMENT	<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>	_____, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<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>	_____, 2024
DO NOTHING	<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

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

[email address]

Suncoast Skin Solutions Settlement, c/o Settlement Administrator, [address].

You may also view the Settlement Agreement and Release ("Settlement Agreement") at [Website URL].

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 [\[Website URL\]](#).

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 [\[Website URL\]](#) or printed from the website and mailed to the Settlement Administrator at: *Suncoast Skin Solutions Settlement, c/o Settlement Administrator, [address]*.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-[XXX-XXX-XXXX](#), by email [\[Email Address\]](#), 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 [\[Deadline Date\]](#). If submitting a Claim Form online, you must do so by [\[Deadline Date\]](#).

12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on _____, 2024, 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 **[Deadline Date]**.

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 **[Deadline Date]**.

Suncoast Skin Solutions Security Incident Settlement Administrator
ATTN: Exclusion Request
[address]

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

Questions? Call 1-[XXX-XXX-XXXX]** Toll-Free or Visit **[Website URL]****

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 **[Deadline Date]**:

Filed with the Court	Mailed to Defendant’s Counsel
Circuit Court of the Thirteenth Judicial Circuit, Hillsborough County, Florida Attention: Hillsborough County Clerk of Court 800 E. Twigg 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 _____, 2024 at _____ a.m./p.m. E.T., at **[address/via zoom]**, Courtroom _____, 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._____ 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, [\[Website URL\]](#).

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

Email: [\[Email Address\]](#)

Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: Suncoast Skin Solutions Security Incident Settlement Administrator, [\[address\]](#)

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-[XXX-XXX-XXXX](#) Toll-Free or Visit [\[Website URL\]](#)

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— EXHIBIT D —

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JEREMY REARDON, LINDA POTTER, and
FRANKIE SOLOMON, individually and on
behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

CASE NO.: 23-CA-000317

**[PROPOSED] ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Jeremy Reardon, Linda Potter, and Frankie Solomon Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Suncoast Skin Solutions, Inc. (“Suncoast,” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of the Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All persons whose Personal Information was compromised as a result of the Data Incident.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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.

Pursuant to Florida Rule of Civil Procedure 1.220(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 1.220. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests 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 Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Jeremy Reardon, Linda Potter, and Frankie Solomon will likely satisfy the requirements of Rule 1.220(a) and should be appointed as the Settlement Class Representatives.

Additionally, the Court finds that Francesca K. Burne, Esq., Morgan & Morgan, and Raina Borrelli, Turke & Strauss LLP will likely satisfy the requirements of Rule 1.220 (a) and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 1.220 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Florida Stat. § 26.012 and § 86.011 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to Florida Stat. § 47.011 and § 47.051.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202___, at [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e)

the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Representative Plaintiffs for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Eisner Amper as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 1.220; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Florida Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is

written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Suncoast's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit

a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (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.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Suncoast have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any 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 shall be forever barred from receiving any such benefit,

but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of 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 before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying 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 they may have in this Action or in any other lawsuit.

14. **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 Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 10 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice, also known as Summary Notice (By First Class USPS Mail)	Within Thirty-Five (35) Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	10 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 30 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 130 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

Dated

Judge

— EXHIBIT E —

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JEREMY REARDON, LINDA POTTER, and
FRANKIE SOLOMON, individually and on
behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

CASE NO.: 23-CA-000317

**[PROPOSED] ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Representative Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (**Doc. No. __**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Representative Plaintiffs and appointed Francesca K. Burne, Esq., Morgan & Morgan, and Raina Borrelli, Turke

& Strauss LLP as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Florida Rule of Civil Procedure 1.220(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to

the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award Payment to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Amended Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.
4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All persons whose Personal Information was compromised as a result of the Data Incident.
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.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 1.220 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the

Settlement Administrator.

- b. All costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks, shall be paid from the Settlement Fund.
- c. Subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment to the Representative Plaintiffs shall be paid from the Settlement Fund.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Representative Plaintiffs have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Florida Rules of Civil Procedure, the Florida Constitution, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final

Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members

submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and without any further action, each Settlement Class Member, including Representative Plaintiffs, and including themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees and administrators, for good and valuable consideration, the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Representative Plaintiffs further agree not to knowingly and voluntarily assist in any way any third-party in commencing of prosecuting any suit against the Released Parties relating to any Released Claim.

“Released Claims” shall collectively mean any and all claims and causes of action of every nature and description (including “Unknown Claims” as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, including, without limitation, any causes of action under or relying on negligence; breach of implied contract; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member

against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

“Released Persons” or “Released Parties” means Suncoast and its Related Entities and each of their past, present, or future parent companies, partnerships, subsidiaries, divisions, related or affiliated entities, and owners and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers, transferees, trustees, and assigns.

Notwithstanding any term herein, neither Suncoast nor the Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs and each and all of the Settlement Class Members.

18. The Court grants final approval to the appointment of Plaintiffs Jeremy Reardon, Linda Potter, and Frankie Solomon as Settlement Class Representatives. The Court concludes that the Settlement Representative Plaintiffs have fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representatives in the amount of \$2,500.00. Such payments shall be made in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Francesca K. Burne, Esq., Morgan & Morgan, and Raina Borrelli, Turke & Strauss LLP as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees in the amount of \$275,000.00 and costs and expenses of \$25,000. Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited

to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

24. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

25. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

26. This Order resolves all claims against all Parties in this action and is a final order.

27. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Judge

— EXHIBIT F —

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JEREMY REARDON, LINDA POTTER, and
FRANKIE SOLOMON, individually and on
behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

CASE NO.: 23-CA-000317

[PROPOSED] FINAL JUDGMENT

On [date], the Court [granted] Plaintiffs' motion for final approval of the Class Action Settlement with Suncoast Skin Solutions, Inc, and Plaintiffs' motion for an award of attorneys' fees and expenses and payment of Services Awards to the Settlement Class Representatives. Dkt. No. __. Judgment is hereby entered.

IT IS SO ORDERED.

So Ordered this ___ day of ___, 2024.

Honorable Judge

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JEREMY REARDON, LINDA POTTER,
AND FRANKIE SOLOMON, individually
and on behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

Civil Action No. 23-CA-000317

PROPOSED CLASS ACTION

**JOINT DECLARATION OF FRANCESCA K. BURNE AND RAINA BORRELLI IN
SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

We, Francesca K. Burne and Raina Borrelli, declare as follows:

1. I, Francesca K. Burne, am an attorney duly licensed to practice before all courts of the State of Florida as well as other state and federal courts. I am a member of the Complex Litigation Department at Morgan & Morgan PA, where I focus my practice on complex litigation, including consumer protection, data privacy, and defective products class actions. I have been appointed settlement class counsel by the court in data breach cases across the country, including *Portier, et al. v. NEO Technology Solutions, et al.* Case No.: 3:17-cv-30111 (D. Mass.) and *Franchi v. Barlow Respiratory Hospital*, Case No. 22STC09016 (Cal. Super. Ct.). In addition to these personal appointments, I have been involved in landmark data privacy cases including *Tillman et al., v. Morgan Stanley Smith Barney, LLC*, Case No. 20cv591-PAE, (S.D. NY) (\$68 million settlement for 15 million class members) and *In re Capital One Customer Data Security Breach Litigation*, MDL No. 1:19-md-2915 (one of the largest data breach class action settlements in history with a \$190 million settlement).

Joint Decl. of F. Burne and R. Borrelli ISO
Unopposed Motion for Preliminary Approval of
Class Action Settlement
Reardon, et al. v. Suncoast Skin Solutions, Inc., No. 23-CA-000317

2. I, Raina Borrelli, am an attorney duly licensed to practice before all courts of the State of Minnesota as well as other state and federal courts. I am a partner at Turke & Strauss LLP where I lead the firm's class action practice group. I have significant experience in data privacy litigation and am currently litigating more than one hundred data breach cases in courts around the country as lead counsel or co-counsel on behalf of millions of data breach victims, including *In re Netgain Tech. Consumer Data Breach Litig.*, 21-cv-1210 (D. Minn.) (appointed by the court to the Plaintiffs' Interim Executive Committee); *In re C.R. England, Inc. Data Breach Litig.*, 2:22-cv-374-DAK-JCB (appointed by the court as Interim Co-Lead Counsel); *Medina et al. v. PracticeMax Inc.*, 22-cv-01261-DLR (D. Ariz.) (appointed to Executive Leadership Committee); *Forslund et al. v. R.R. Donnelley & Sons Co.*, 1:22-cv-04260 (N.D. Ill.) (appointed as interim co-lead class counsel); *In re Lincare Holdings, Inc. Data Breach Litig.*, 8:22-cv-01472 (M.D. Fla.) (appointed to Interim Executive Leadership Committee, achieving a \$7.25 million settlement for the class); and *McLaughlin v. Flagstar*, 22-cv-11470 (E.D. Mich.).

3. We seek appointment by the Court as Settlement Class Counsel for the Proposed Class. We have personal knowledge of the matters stated herein and, if called upon, we could and would competently testify regarding those matters. We submit this Joint Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion").

4. We believe the proposed settlement provides a substantial recovery in a case presenting novel and complex issues and substantial risks, and is a fair, reasonable, and adequate result for the Class.

5. We have vigorously and zealously represented the interests of the proposed Settlement Class from the inception of this hard-fought litigation until the present.

The Litigation

6. Defendant Suncoast Skin Solutions, Inc. (“Suncoast”) is a system of dermatology clinics with 19 locations around Florida. Suncoast offers patients services treating skin cancer, medical dermatology, and cosmetic dermatology.

7. Between approximately December 2021 and October 2022, Suncoast experienced a cybersecurity attack that potentially exposed the Private Information, including but not limited to first and last name, date of birth, clinical information, doctors’ notes, and other medical/treatment information (the “Incident”), of approximately 77,000 individuals.

8. Suncoast began notifying affected patients about the Incident in approximately December 2022.

9. Plaintiff Jeremy Reardon filed an action against Suncoast in Florida state court on January 13, 2023, alleging negligence, negligence *per se*, breach of express contract, breach of implied contract, unjust enrichment, invasion of privacy, breach of confidence, breach of fiduciary duty, and Florida statutory claims.

10. On March 31, 2023, Plaintiff amended his complaint to add Plaintiff Linda Potter and Plaintiff Frankie Solomon as parties to the above-captioned matter.

11. On May 1, 2023, Suncoast filed a motion to dismiss Plaintiffs’ Amended Complaint and motion to strike Plaintiffs’ class allegations.

12. Upon the filing of Suncoast’s motions, the Parties began engaging in informal discussions regarding the possibility of early resolution.

13. The Parties scheduled mediation with the Honorable Wayne R. Andersen (ret.) of Judicial Arbitration and Mediation Services for August 30, 2023.

14. When the initial mediation was unsuccessful, as explained in more detail below, Plaintiffs briefed a response in opposition to Suncoast's motions and filed it with the court on September 7, 2023.

The Settlement Negotiations

15. The Parties agreed to and did retain the Honorable Wayne R. Andersen (ret.), of Judicial Arbitration and Mediation Services, a highly experienced mediator, to assist the Parties in settlement negotiations. A full-time mediator and arbitrator, Judge Andersen has facilitated many data breach mediations.

16. Prior to the mediation, the Parties gathered their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. The issues were discussed with the mediator during the course of the mediation. The Parties engaged in informal pre-mediation discovery, exchanging written requests and producing documents.

17. On August 30, 2023, the Parties, through their respective counsel, engaged in a full-day virtual mediation session before mediator Judge Andersen. With the assistance of Judge Andersen, the Parties were able to make progress on the terms of a settlement, but were unable to reach an agreement that day.

18. In the subsequent weeks, the Parties continued their negotiations and eventually negotiated resolution on a class-wide basis that provides monetary relief to Class Members and obligates Defendant to continue to take remedial measures to safeguard against the reoccurrence of a data security incident. The principal terms of a settlement were reached and finalized in late September 2023.

19. While courteous and professional, the negotiations were hard-fought throughout

and the settlement process was conducted at arm's length between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in the Lawsuit. Throughout the negotiations, Judge Andersen was able to assist the Parties in discussing substantive terms of the Settlement to include monetary compensation to class members and the adoption by Defendant of business practice changes related to data security. There was nothing collusive about the settlement negotiations or the ultimate Settlement reached. Lastly, attorneys' fees, costs, expenses, and service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

20. During the ensuing months, the Parties continued the exchange of information and negotiations as to the final details of the Settlement Agreement. Consequently, the Parties worked together to prepare a comprehensive set of settlement documents, which are embodied in the Settlement Agreement and the exhibits attached thereto. The Parties jointly selected Eisner Amper to serve as the Settlement Administrator.

21. The Parties spent significant time negotiating the terms of this final written Settlement Agreement. The final, executed Settlement Agreement is attached to Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement as **Exhibit 1**.

The Settlement Terms

22. We believe the Settlement before the Court for preliminary approval is fair, reasonable, adequate, and in the best interest of the Settlement Class. We do not expect to encounter a high degree of opposition to the Settlement considering the variety of robust benefits available to the Settlement Class.

23. The Settlement provides significant benefits to Class Members. The Settlement

Agreement provides all Class Members the opportunity to submit a Claim Form for: (a) an Out-of-Pocket Loss Payment; (b) a Lost Time Payment; and (c) the opportunity to enroll in two (2) years of Medical Shield Complete medical and credit monitoring services.

24. The multi-tiered framework of benefits provided in this Settlement developed as a result of our experience in other data disclosure cases, numerous discussions with affected class members as to the types of injuries and damages suffered as a result of these disclosures, and actual settlement claims made in similar cases. Our discussions with affected class members in other cases in which we have been involved in along with our experiences in overseeing the administration of settlements in these cases, helped us to determine what type of documentation exists to support such claims.

25. Moreover, the Parties have agreed that the cost of the notice and costs of claims administration will be paid by Defendant, from the Settlement Fund.

26. We believe that the proposed notice program with direct notice to Settlement Class Members provides the best practicable notice under the circumstances and comports with due process. In addition to direct mailing Notice to Class Members where possible, Eisner Amper will provide publication Notice to Class Members and establish and maintain a Settlement Website through which Settlement Class Members can receive additional information about the Settlement.

27. Plaintiffs will request attorneys' fees in the amount of \$275,000.00 and reasonable costs and expenses not to exceed \$25,000.00. Suncoast agrees Plaintiffs may seek this amount from the Settlement Fund to pay the fees and expenses of legal counsel for Plaintiffs in an aggregate amount not to exceed \$300,000.00, subject to Court approval.

28. Defendant has agreed to pay a service award not to exceed \$2,500 for each of the

three named Plaintiffs, subject to approval by the Court.

29. Attorneys' fees, costs, expenses, and the service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

The Strength of Plaintiffs' Case

30. We believe that Plaintiffs have a strong case for liability and damages, as demonstrated in Plaintiffs' response to Defendant's Motion to Dismiss. Plaintiffs were prepared to submit evidence supporting Plaintiffs' assertion that Defendant failed to take a number of industry-standard measures to secure its Plaintiffs' and Class Members' Personal Information. We also believe that we would be able to show that Plaintiffs suffered damages as a result of the Incident. Defendant has continually disputed the sufficiency of Plaintiffs' allegations. Although we feel strongly that Plaintiffs would be able to obtain a favorable ruling on all issues, this was not a certainty.

The Risk, Expense, Complexity, and Likely Duration of Further Litigation

31. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. We cannot disregard the high level of risk, expense, and complexity of class litigation, which is one reason that judicial policy so strongly favors resolving class actions through settlement. This is not only a complex case, but it is in an especially risky field of litigation. Data breach cases continue to be among the most risky and uncertain of all class action litigation. Many data breach cases are dismissed at motion to dismiss stage.

32. Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk, including the risk of Plaintiffs' operative Complaint being

dismissed at the motion to dismiss stage. Moreover, the cost of trial and any appeals would be significant and would delay the resolution of this litigation without the guarantee of any relief.

The Amount Offered in Settlement

33. The valuable benefits made available pursuant to the Settlement squarely address the issues raised in the Litigation and provide timely, significant, and pertinent relief to the Settlement Class Members, which compares favorably to what Class Members could recover were they to secure a favorable judgment at trial. In our experience, the monetary relief provided by this Settlement is an outstanding result, and is fair and reasonable in light of reported average out-of-pocket expenses due to a data breach.

The Extent of Discovery Completed and The Stage of The Proceedings

34. While Plaintiffs served discovery on Suncoast, formal discovery did not take place as a result of the stay issued in the case. The Parties did, however, exchange information regarding their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. More importantly, Defendants provided Plaintiffs with directed, informal discovery and were forthcoming about the specifics of the Incident.

The Experience and Views of Counsel

35. At the outset of this litigation, Plaintiffs selected and retained us as counsel for the Settlement Class. We are now proposed by Plaintiffs to be appointed as Settlement Class Counsel.

36. We are qualified, experienced, and able to conduct the litigation. Our firms have worked together on many cases, and we have personally worked together in other data breach cases. Through these experiences, we have had the opportunity to observe and benefit from each other's litigation skills and abilities.

37. With respect to the adequacy of counsel, each of us have invested considerable time and resources into the prosecution of this action. Specific to this area of privacy litigation, we have a wealth of experience in litigating complex, class action lawsuits, including data breach cases. We have extensive experience leading and managing consumer class actions and complex litigation like this, extensive knowledge of all applicable case law, and sufficient resources which we committed to the class in this case.

38. Further, we have diligently investigated and prosecuted the claims in this matter, dedicated substantial resources to the investigation and litigation of those claims, and successfully negotiated the Settlement of this matter to the benefit of Plaintiffs and the Settlement Class and believe it is fair, reasonable and adequate.

39. Through the settlement process and before finally entering the Settlement, we carefully weighed: (1) the benefits to Plaintiffs and the Class under the terms of the Settlement Agreement; (2) the range of the results in other settlements reached in similar litigation; (3) the attendant risks and uncertainty of litigation, especially in complex cases such as this Action where certification is by no means a given and would be challenged if litigated and appealed if the court certified the Class; (4) the difficulties and delays inherent in such litigation in the event that Defendant was to seek appellate review of the Court's Final Judgment, in the event Plaintiffs and the Class are successful at trial; (5) Defendant's vigorous defense of the litigation and continued denial of the claims contained in the Complaint (including certification); (6) the desirability of consummating this Settlement, to ensure that the Class received a fair and reasonable settlement; and (8) providing Plaintiffs and Class Members prompt relief.

40. Based on our independent investigation of the relevant facts and applicable law,

experience with other data breach cases, and the information provided by Defendant, Plaintiffs' counsel has determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

41. Plaintiffs undertook significant factual and legal investigation of the issues prior to filing the case. As explained previously, the Parties' mediator, the Honorable Wayne R. Andersen (ret.), Esq. presided over the Parties' formal, arm's-length, and adversarial mediation. The Settlement clearly emerged from a formal, arm's-length negotiation process between the Parties, is designed to, and provides a fair and easy process to redress the claims of those members of the class. Further, the Settlement is the product of significant time and effort spent by the Parties in negotiating its terms and a final written memorialization.

42. Additionally, the proposed Settlement Class Representatives are members of the Settlement Class and possess no interests antagonistic to the Settlement Class. They provided their Private Information to Defendant and allege that their Private Information was compromised as a result of the Data Security Incident, just as the Private Information of the Settlement Class was also allegedly compromised. Indeed, their claims reflect identically the claims of the Settlement Class, and they and the Settlement Class desire the same outcome of this litigation. Because of this, the proposed Settlement Class Representatives have vigorously prosecuted this case for the benefit of all Settlement Class Members. Plaintiffs have been at the helm of the Litigation, reviewing pleadings, conferring with Counsel, and providing input in crafting and approving the Settlement.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Joint Decl. of F. Burne and R. Borrelli ISO
Unopposed Motion for Preliminary Approval of
Class Action Settlement
Reardon, et al. v. Suncoast Skin Solutions, Inc., No. 23-CA-000317

Executed this 4th day of April 2024, at Tampa, Florida.

/s/ Ryan McGee
Ryan McGee

Executed this 4th day of April 2024, at Eagan, Minnesota.

/s/ Raina Borrelli
Raina Borrelli

Exhibit 3

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JEREMY REARDON, LINDA POTTER, and
FRANKIE SOLOMON, individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant

CASE NO.: 23-CA-000317

**DECLARATION OF BRANDON SCHWARTZ REGARDING PROPOSED
NOTICE PLAN AND SETTLEMENT ADMINISTRATION**

I, Brandon Schwartz, declare as follows:

1. I am a Director of Legal Notice, and I am preparing this Declaration for the proposed Claims Administrator, EAG Gulf Coast, LLC¹, a subsidiary of EisnerAmper (“EisnerAmper”)², a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. EisnerAmper was asked by Counsel to develop and execute the proposed Notice Plan and to administer the claims process in the above-referenced matter (the “Action”)³. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where EisnerAmper is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. EisnerAmper’s obligations to service work may be assigned by EisnerAmper to P&N, Eisner Advisory Group, LLC.

² EisnerAmper LLP and Eisner Advisory Group LLC (“EA Group”) and its subsidiary entities (including EAG Gulf Coast, LLC) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper provides attest services to its clients. EA Group and EAG Gulf Coast, LLC are not licensed CPA firms and do not provide audit or attest services.

³ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

EXPERIENCE

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

3. A sample of court opinions on the adequacy of our notice and settlement administration experience is included in EisnerAmper's curriculum vitae as **Exhibit A**.

OVERVIEW

4. Based on our review of the Settlement Agreement, the Settlement Class is defined, as follows: [A]ll persons whose Personal Information was compromised as a result of the cyberattack against Suncoast's computer systems that was first discovered on or about July 14, 2021 (the "Data Incident").

5. The Settlement Class specifically excludes: (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.

6. The objective of this Notice Program is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in Fla. R. Civ. P. 1220.

7. Consequently, it is my opinion that the ensuing Notice Program satisfies due process standards.

PROPOSED NOTICE PROGRAM

8. We determined the most reasonable and practicable way to reach and communicate with members of the Class is through a multi-channel approach, utilizing a combination of: (1) direct notice; (2) publication notice, which includes digital banner and social media notice, sponsored search listings, and print notice; (3) Settlement Website; and (4) toll-free hotline.

Direct Mail Notice

9. Class Counsel has informed EisnerAmper that the estimated size of the Settlement Class is 77,190 individuals. Upon preliminary approval of the Settlement Agreement, it has been conveyed that the Defendant will furnish the names and mailing addresses for approximately 19,490 Settlement Class Members (“Settlement Class List”), which will facilitate the implementation of notice by mail.

10. EisnerAmper will format the Summary Notice, in substantially similar form as Exhibit B to the Settlement Agreement, to be mailed via United States Postal Service (“USPS”) First Class Mail (“Postcard Notice”). Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS to ensure the Settlement Class List address information is up-to-date and accurately formatted for mailing.⁴ In addition, the addresses will be certified via the Coding Accuracy Support System (CASS) to ensure the quality of zip codes, and will be validated through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Should NCOA provide a more current mailing address for a Settlement Class Member, EisnerAmper will update the address accordingly. If a Postcard Notice is returned with forwarding address information, EisnerAmper will re-mail to the forwarded address. For all Postcard Notices that are returned as undeliverable, EisnerAmper will utilize standard skip-

⁴ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

tracing to obtain forwarding address information, and if skip-tracing produces a different mailing address, EisnerAmper will re-mail the Notice to the address identified through the skip-trace.

Publication Notice

11. Digital Banner and Social Media Notice: We follow advertising industry best practices when designing and implementing digital notice programs. Further, we incorporate a programmatic approach to developing and executing our notice programs which brings multiple consumer data points into a single platform allowing us to monitor the placement of notices on websites that Settlement Class Members may be visiting and take active, real-time, measures to improve efficiencies. Additionally, we develop a unique mix of segment targeting that are based on the demography and metrics of the target audience.

12. Here, we would include a mix of segments such as:

- *Geo-target* – Florida;
- *Audience Targeting* – individuals that have likely visited dermatologists or undergone prescription/OTC treatments for skin, hair, or nail conditions;
- *Behavioral* – individuals who previously viewed or searched for information related to dermatologic conditions;
- *Contextual* – individuals who are accessing and reading content that contains specific words related to dermatologist office, dermatologic conditions, among others;
- *Interest-based & Engagement* – individuals that have interacted, liked, followed, shared or commented on content related to Suncoast Skin Solutions and other dermatology-related accounts;
- *Language* – individuals that choose Spanish as their preferred browser language and/or Spanish language appropriate websites;

- *Remarketing* – individuals who have visited the Settlement Website but did not submit a claim will be served notice across display and social media channels to encourage them to return to the Settlement Website;
- *Device* – individuals on both desktop and mobile devices; and
- *Select Placement* – high traffic premier websites in the shopping, sports, weather, entertainment, and local sites.

13. The banner notices will have the opportunity to appear on thousands of relevant websites through the Google Display Network, allowing them to reach users in contexts that are pertinent to their interests. These sites will provide an opportunity for a Class Member to see the banner notice while they are reading content relevant to them.

14. In addition to the banner advertisements described above, we will run banner notifications on the top-visited social media sites Facebook and Instagram. Facebook and Instagram represent the leading group of social network sites with over 250 million users in the United States⁵. Social media encourages users to share information, which can organically raise the reach of a notice plan by users sharing the notices with their friends, family, and followers.

15. The banner notices will utilize standard Interactive Advertising Bureau (“IAB”) ad sizes (350x250, 728x90, 370x250, 300x600) and custom ads sizes according to Facebook and Instagram advertising guidelines.

16. In total, an estimated 21,383,600 impressions will be served over four weeks.

17. Sponsored Search Listings: Search-based advertising places a notice in front of users that are actively researching a topic. Utilizing Google Ads, a select list of keywords will be developed that are relevant to the litigation. When a user enters the keywords into the Google search bar, a short descriptive

⁵ “Number of Facebook users in United States from 2018 to 2027” (Statista; July 2023) and “Number of Instagram users in the United States from 2018 to 2027” (Statista; July 2023).

notice may appear above the results that would direct users to the Settlement Website.

18. Print Notice: The proposed Notice Plan includes a publishing the Summary Notice one-time in the *Tampa Bay Times* and *Centro Tampa* (the Summary Notice will be translated into Spanish). The *Tampa Bay Times* has a circulation of more than 373,000, while *Centro Tampa* has a circulation of 50,000.

Settlement Website

19. EisnerAmper will create and maintain a website dedicated to this Settlement (“Settlement Website”). The website address will be prominently included in the Summary Notice and Long Form Notice (collectively, the “Notices”). The Notices, along with other relevant documents such as the Settlement Agreement and the Preliminary Approval Order, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also provide the ability for Class Members to file an online Claim Form, and will include relevant dates, answers to frequently asked questions, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Claims Administrator, and other case-related information.

Dedicated Toll-Free Hotline

20. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (IVR) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Claims Administrator.

REQUESTS FOR EXCLUSION

21. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box. EisnerAmper will maintain the Post Office Box, will monitor all delivered mail, and will track all exclusion requests received, which will be provided to the Parties.

CONCLUSION

22. The proposed Notice Plan is estimated to reach a minimum of 70% of Class Members with an estimated average frequency of 2.16. The measurable reach of the Notice Plan does not include paid search, print notice, dedicated website, and toll-free hotline, as these vehicles are difficult to calculate. They, however, will meaningfully strengthen the reach and frequency of the Notice Plan.

23. It is my opinion, based on my experience, as well as the expertise of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Fla. R. Civ. P. 1220 and Fed. R. Civ. P. 23.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on this 4th day of April, 2024 in Portland, Oregon.



Brandon Schwartz

Exhibit A: CV of EisnerAmper



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.



EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

^{*}Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- Constituted the best practicable notice, under the circumstances;*
- Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5)...Thus, the Court finds the Notice complies with due process...With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- constituted the best practicable notice to Class Members under the circumstances;*
- provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*

