

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 or 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: _____

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Title: Attorney

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

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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

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Phone: (312) 281-6167

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