

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

DAVID BLACK, DAHLIA ROGERS, MISHAEL
WYLIE, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

Case No. CACE-26-009568

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Plaintiffs,¹ individually, and on behalf of the Settlement Class, and Class Counsel respectfully move this Court for an order granting Final Approval of the Parties' Settlement Agreement, an attorneys' fees and costs award to Class Counsel, and Service Awards to the Class Representatives. This Motion for Final Approval is made pursuant to Florida Rule of Civil Procedure 1.220(e), and is based on the memorandum of law contained in this motion, the Joint Declaration of Class Counsel ("Joint Dec."), attached as ***Exhibit B***, and the Declaration of Settlement Administrator Regarding Notice ("Admin. Dec."), attached as ***Exhibit C***.

The Court granted Preliminary Approval of the Settlement on June 16, 2026, which provides for substantial Settlement Class Member Benefits including: (1) up to \$2,500.00 per Settlement Class Member for documented losses related to fraud and/or identity theft as a result of the Data Incident; or (2) for Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, an alternate cash payment in the estimated amount of \$45.00;

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached as ***Exhibit A***.

and (3) one year of Credit Monitoring for each Settlement Class Member. In addition to those benefits, the Defendant is also obligated to separately pay Settlement Administration Costs, and Court-awarded attorneys' fees, costs, and Service Awards, none of which will reduce the value of the Settlement Class Members' benefits. When the Court granted Preliminary Approval, it found the Settlement to be within the range of reasonableness for Final Approval and found that the class certification requirements were met.

Plaintiffs and Class Counsel now move the Court for Final Approval and apply for attorneys' fees and costs to Class Counsel and for Service Awards for the Class Representatives. The Settlement meets all the criteria for Final Approval. There have been no objections, and zero Settlement Class Members have requested to opt-out. Admin. Dec. ¶ 16. This entirely positive response from the Settlement Class affirms the Court's initial conclusion that the Settlement is fair, reasonable, and adequate. Preliminary Approval Order ¶ 6. The Parties' counsel fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and they believe the proposed Settlement fairly resolves their differences. Joint Dec. ¶ 3. For the reasons set forth herein, the Court should grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION AND PROCEDURAL HISTORY

On September 6, 2024, Defendant discovered that an unauthorized third party had gained access to a single employee email account. Agreement ¶ 3. As a result of the investigation, Defendant determined that certain files within that email account containing the Private Information belonging to approximately 11,029 individuals may have been accessed or acquired by a third-party cybercriminal. *Id.* In response, Defendant launched an investigation to determine the nature and scope of the Data Incident. On or about January 30, 2025, Defendant sent

notification letters to potentially impacted individuals. *Id.* ¶ 4. Thereafter, Plaintiffs initiated this Action seeking damages for themselves and all those potentially impacted in the Data Incident. *Id.* ¶ 5. On August 25, 2025, the federal actions were consolidated, and the federal court appointed Jeff Ostrow and Mariya Weekes as interim class counsel; a Consolidated Class Action Complaint was filed on September 15, 2025. *Id.* ¶ 6. Shortly thereafter, in an effort to conserve resources for the benefit of those potentially impacted, the Parties began discussing settlement and scheduled mediation with experienced mediator Bruce Friedman of JAMS, Inc. *Id.* ¶ 7.

Following the exchange of informal discovery, the Parties began arm's-length negotiations which lasted weeks. *Id.* ¶ 6. On February 23, 2026, the Parties participated in a full-day mediation and, following arm's-length negotiations between experienced counsel, reached agreement on the material terms of a classwide settlement. *Id.* ¶ 9. Plaintiffs then dismissed the federal action and filed this Action for settlement purposes. *Id.* ¶ 10. The Settlement discussions were at arm's-length and contested and resulted in the Parties' agreement to settle the Action. Based upon Class Counsel's experience, this was an appropriate time to negotiate a classwide settlement. *Id.* ¶ 7.

The Parties then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, drafted the Notices and Claim Form, and ultimately signed the Settlement Agreement. *Id.* ¶ 8. Plaintiffs filed their Motion for Preliminary Approval on June 15, 2026, and the Court granted the motion on June 16, 2026. *Id.* The Court subsequently scheduled the Final Approval Hearing for October 12, 2026.

II. SUMMARY OF THE SETTLEMENT

A. Settlement Class - Plaintiffs seek Final Approval of the Settlement on behalf of the following Settlement Class:

All individuals residing in the United States who were sent a notice from Defendant that their Private Information may have been accessed in the

Data Incident.

Agreement ¶ 57. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement. *Id.*

B. Settlement Class Member Benefits

The Settlement Class Member Benefits include Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement. Agreement ¶ 59. To obtain a Cash Payment, Settlement Class Members must submit a Valid Claim to the Settlement Administrator. *Id.* ¶ 64. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment. *Id.*

Cash Payments - Settlement Class Members must elect either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. *Id.* Settlement Class Members who elect Cash Payment A may receive compensation for documented unreimbursed out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident of up to \$2,000.00 each *Id.* ¶ 64.a. Alternatively, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect Cash Payment B and receive a cash payment in the amount of \$45.00 each. *Id.* ¶ 69.b. In the event that Valid Claims for Cash Payment B – Alternate Cash exceed \$40,000.00, the Alternate Cash payment shall be reduced on a *pro rata* basis. *Id.*

Credit Monitoring – In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete, by using the activation code provided on the Postcard Notice; no Claim Form submission is required to receive Credit Monitoring. Settlement Class Members may activate this benefit directly through CyEx using the

code provided on their Postcard Notice. *Id.* ¶ 65.

Settlement Administration Costs – Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. *Id.* ¶ 66.

C. Release of Claims – In consideration for the Settlement Class Member Benefits, Plaintiffs and Settlement Class Members agree to release Defendant from claims related to the Data Incident. Agreement ¶ 100. Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement Class will be bound by the terms of the Settlement, including the Releases that discharge the Released Claims against the Released Parties. *Id.* ¶¶ 100, 102.

D. Notice Program

Following Preliminary Approval, the Settlement Administrator, Analytics Consulting, LLC (“Analytics”) effectuated the Notice Program in accordance with the Parties’ Agreement and the Court’s Preliminary Approval Order. Admin. Dec. ¶¶ 5-20. The Notice Program consisted of noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and following the Effective Date, distributing Cash Payments. *Id.*; Agreement ¶ 71.

On or about July 7, 2026, Counsel for Defendant provided Analytics with the Class List. Following the deduplication and data-validation procedures performed during settlement administration—which removed duplicate and administrative records from the approximately 11,029 records referenced in the Agreement—the final Class List contained 8,120 unique Settlement Class Members, 8,067 of whom have a valid U.S. mailing address on file. Admin. Dec. ¶¶ 5-7. On July 17, 2026, Analytics mailed the Postcard Notice to the 8,067 Settlement Class

Members with valid U.S. mailing addresses. *Id.* ¶ 9.

For mailings returned without a forwarding address, Analytics undertook an advanced address search (i.e., skip trace) using commercially reasonable methods. *Id.* ¶ 14. Using each Class Member's name and previous address, Analytics attempted to locate a more current address. *Id.* As a result of these efforts, of 670 returned Postcard Notices, 377 were successfully re-mailed to updated addresses or the forwarding addresses. *Id.*

On or about July 17, 2026, Analytics published and continues to maintain a dedicated website at www.ZenithDataIncidentSettlement.com. *Id.* ¶ 10. The Settlement Website contains a summary of the Settlement; important dates and deadlines, answers to frequently asked questions, information on how to contact the Settlement Administrator, and downloadable versions of the Settlement documents, Long Form Notice, Postcard Notice, and Claim Form. *Id.* As of August 27, 2026, there were 746 total pages views and 409 unique visitors to the website. *Id.* ¶ 11.

A Settlement-specific toll-free telephone number was included in the notice and on the website. *Id.* ¶ 12. The system is accessible 24 hours a day, seven days a week, and will remain in operation throughout the Settlement Administration. *Id.* The toll-free telephone number included in the notice and on the website is (866) 455-1359, and there is also a dedicated email box (ZenithDataIncidentSettlement@noticeadministrator.com). *Id.*

Overall, the Notice Program was effective and satisfied the requirements of due process to the Settlement Class as is required by the U.S. Constitution. *See id.* ¶¶ 15, 23. The Notice Program achieved an overall direct mail reach of approximately 95.2% of the Settlement Class. *Id.* The efforts undertaken in the Notice Program are consistent with best-practicable, Court-approved notice programs in similar matters, and included methods reasonably calculated to reach the remaining Class Members in the manner most practicable under the circumstances. *Id.* ¶ 23.

E. Claim Submission Process – To receive a Cash Payment, Settlement Class Members are required to accurately and timely submit Claims through the Court-approved Claim Form by the Claim Form Deadline, which is September 25, 2026. *See id.* ¶ 17. As of August 27, 2026, Analytics had received 753 Claim Form submissions via the Settlement Website. *Id.* The Settlement Administrator will review all Claim Forms to determine their validity, eligibility, and the type and amount of Settlement Class Member Benefits to which the Settlement Class Member may be entitled. *Id.* The Settlement Administrator shall distribute Cash Payments no later than 60 days of the Effective Date. Agreement ¶ 92. Cash Payments will be made electronically or by paper check by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. *Id.* ¶ 93. Class Counsel will update the Court at the Final Approval Hearing with the total number of Claims filed.

F. Opt-Outs and Objections - The deadline to opt-out or object is September 11, 2026. Admin. Dec. ¶ 16. To date, there have been no objections and no requests for opt-out. *Id.*

G. Attorneys' Fees, Costs, and Service Awards – After the Parties agreed on all material terms of the Settlement, they discussed attorneys' fees, costs, and Service Awards. Joint Dec. ¶ 25. The Parties negotiated and Defendant agreed to separately pay attorneys' fees in the amount of \$185,000.00 including reasonable costs in the amount of \$13,065.17. Agreement. ¶ 98; Joint Dec. ¶ 31. The Notices all advised the Settlement Class that Class Counsel would be seeking attorneys' fees and costs in that amount. Agreement, Exs. 1-2. Payment of attorneys' fees and costs will not impact the amount paid to Settlement Class Members who claim a Cash Payment, nor will it impact the Credit Monitoring. Further, the Parties agreed Class Counsel would request Service Awards for the Class Representatives in an amount of up to \$1,500.00 each. *Id.* ¶ 97. Likewise, the Notices advised the Settlement Class about the amount of the Service Awards. *Id.*, Exs. 1-2.

As indicated above, there have been no objections by any of the Settlement Class Members to the amounts requested.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT.

To finally approve the Settlement on a class wide basis, the Florida Rules of Civil Procedure require notice to the Settlement Class, a fairness hearing, and this Court's final approval. "Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (internal quotation omitted). "There is a strong judicial policy favoring the pretrial settlement of class actions." *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at *4 (S.D. Fla. Sept. 14, 2015); *see also 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 Actions"); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement").²

A. The Settlement Is Fair, Reasonable, and Adequate.

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. Preliminary Approval Order ¶ 3. At the Final Approval Hearing, after Notice to the Settlement Class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the Settlement "is fair, adequate, and reasonable and is not the product of collusion between the parties." *Bennett v.*

² "Florida's class action rule, Rule 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220." *Bawtinheimer v. D.R. Horton, Inc.*, 161 So. 3d 539, 540 (Fla. 5th DCA 2014).

Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted). *See also Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008); *Barnhill v. Florida Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 199-200 (Fla. 3d DCA 2005); *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 854 (Fla. 3d DCA 2009). The court is “not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial.” *Roubert v. Capital One Fin. Corp.*, No. 8:21-cv-2852-TPB-TGW, 2023 WL 5916714, at *5 (M.D. Fla. Jul. 10, 2023) (quotation omitted).

The factors a trial court should consider when determining whether to approve a class action settlement include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson*, 985 So. 2d at 57; *Silva v. U.S. Century Bank*, 2014 Fla. Cir. LEXIS 48275 (Fla. 11th Jud. Cir. Nov. 10, 2014). The Eleventh Circuit Court of Appeals has also identified factors used by Florida courts to evaluate settlements,³ which again favor the settlement here. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994). Each of these factors favors granting Final Approval here.

1. The likelihood of success at trial

While Plaintiffs and Class Counsel firmly believe Plaintiffs’ claims would have resulted in

³ The factors are: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *See Leverso*, 18 F.3d at 1530 n.6.

class certification and favorable adjudication on the merits, Plaintiffs faced significant risks had they continued to litigate the Action,⁴ which include Defendant successfully: (i) moving for dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. Joint Dec. ¶ 12. Moreover, even if a litigation class were certified and Plaintiffs prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals. *Id.* ¶ 15. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their money and the non-monetary security enhancements now. *Id.* ¶ 17.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, No. 1:14-md-02583, 2016 WL 6902351, at *6 (N.D. Ga. Aug. 23, 2016) (“[I]t is unclear whether future recovery at trial could achieve more than the relief made

⁴ “Data breach cases . . . are particularly risky, expensive and complex” due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415- CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019); *see also In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 WL 1557366, at *20 (E.D. Pa. April 9, 2024) (“Data breach litigation is inherently complex.”); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-MD-2800, 2020 WL 256132, *15 (N.D. Ga. Mar. 17, 2020) (in data breach “[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve”). For these reasons, data breach cases like this one have been dismissed at the pleading stage and generally face substantial class certification hurdles. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litigation*, No. 3:20-mn-02972-JFA, 2024 WL 21555221 (D.S.C. May 14, 2024) (denying class certification in a data breach action after concluding proposed class and sub-classes were not ascertainable); *In re TD Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, at *14 (N.D. Cal. Sep. 13, 2011) (“many [data breach class actions] have been dismissed at the pleading stage.”); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification in cybersecurity incident class action litigation). Maintaining class certification is often an equally challenging hurdle. *See e.g., Marriott Int’l Inc. Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. Aug. 18, 2023) (decertifying classes).

available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

2. The range of possible recovery and the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable.

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.* This is because a settlement must be evaluated “in light of the attendant risks with litigation.” *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 (“[C]ompromise is the essence of settlement.”).

The risk of establishing damages in this Action was not insignificant. Joint Dec. ¶ 14. Indeed, there is no assurance that a jury or the Court would find in favor of the Settlement Class and awarded the full amounts claimed as owed. *Id.* *See, e.g., S. Independent Bank v. Fred’s, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs’ view, remain untested in a disputed class certification setting and unproven in front of a jury.

Class Counsel vigorously advocated for the Settlement Class Members in this Action and believe the Settlement is in the best interest of the Settlement Class. Joint Dec. ¶ 18. These benefits

include a Cash Payment for Documented Losses of to \$2,500.00 per Settlement Class Member or, for Settlement Class Members whose Social Security number may have been disclosed, Alternate Cash of \$45.00 subject to a *pro rata* downward adjustment, as well as Credit Monitoring for each and every Settlement Class Member. Agreement ¶ 64. The Settlement offers substantial Settlement Class Member Benefits that favorably compare with similar data breach class actions. *Id.* ¶ 16.

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. *Id.* ¶ 17. It ensures Settlement Class Members with Valid Claims will receive guaranteed compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial. *Id.* Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

3. The complexity, expense, and duration of litigation

Given the “particularly risky, expensive and complex” nature of data breach cases, *see* footnote 4, *supra*, litigating these claims further would have undoubtedly proven difficult and consumed even more significant time, money, and judicial resources. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. *Id.* ¶ 15; *Lee*, 2015 WL 5449813, at *9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) (“Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this...factor weighs strongly in favor of granting final approval to the Settlement Agreement.”)). In contrast, the Settlement saves the Court and the Parties’ resources and provides immediate relief to the Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, it has been held proper to take the bird in the hand instead of a prospective flock in the bush.

Lipuma v. American Express Co., 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005); *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493 (complex litigation “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive”). In light of the costs, uncertainties, and delays of litigating through trial—to say nothing of an appeal— “the benefits to the class of the present settlement become all the more apparent.” *See Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

4. The substance and amount of opposition to the Settlement

The Settlement Class fully endorses and supports the Settlement. Joint Dec. ¶ 20. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. *Id.* As of the date of the filing of this motion, zero Settlement Class Members have objected and zero have requested to opt-out. *Id.*; Admin. Dec. ¶ 16. The deadline to opt-out of or object to the Settlement is September 11, 2026 (30 days before the initial scheduled Final Approval Hearing). Agreement ¶¶ 42, 43. Should any objections be timely and properly submitted, Class Counsel will notify the Court before the Final Approval Hearing. The same is true if anyone else opts-out.

5. The stage of the proceedings at which the Settlement was achieved

Courts consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these

determinations.” *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of informal discovery. Joint Dec. ¶ 21. Based upon Class Counsel’s experience, this was an appropriate and efficient time to negotiate a classwide settlement. *Id.*

Based on the foregoing, it is Class Counsel’s well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id.*

B. The Notice Program Was the Best Notice Practicable.

The Rule 1.220(c) notice requirements are designed to provide sufficient due process to class members by informing them of the action’s pendency and providing an opportunity to be heard or opt-out and must be the “best notice that is practicable under the circumstances.” *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Here, the Notice Program, consisting of direct Postcard Notice, was the best notice practicable, and had a reach consistent with other court-approved notice plans for class actions settlements. Admin. Dec. ¶ 23. Furthermore, the Notice Program was completed on July 17, 2026 and properly completed in full compliance with the Court’s instructions in the Preliminary Approval Order and the requirements in the Settlement Agreement.

IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED

Plaintiffs and Class Counsel jointly request entry of a Final Approval Order certifying the Settlement Class pursuant to Fla. R. Civ. P. 1.220(a)(2) and (3). The Court has already preliminarily certified the Settlement Class. Preliminary Approval Order ¶ 4. For the reasons discussed below, Plaintiffs and Class Counsel urge the Court to make a final determination that the Settlement Class meets the standards for class certification for settlement purposes. Defendant also supports certification of the Settlement Class for settlement purposes only.

Class actions in Florida state courts are governed by Fla. R. Civ. P. 1.220. The Florida Supreme Court has held that all proponents of class certification must satisfy the four prerequisites detailed in Fla. R. Civ. P. 1.220(a) (i.e., numerosity, commonality, typicality, adequacy) as well as one of the three subdivisions of Rule 1.220(b). *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (interpreting Rule 1.220(a) and (b)). It also held that “[a] trial court should resolve doubts with regard to certification in favor of certification.” *Id.* at 105. Plaintiffs meet each of the Rule 1.220(b)(2) and (3) class certification requirements.

Numerosity: The movant must demonstrate the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied. There are approximately 8,120 members of the Settlement Class. *See* Admin. Dec. ¶ 7. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each of the Settlement Class Member file suit and move to consolidate their suits into this Action concerning the same legal issues.

Commonality: The movant must demonstrate the representative party's claim(s) raises questions of law or fact common to the questions of law or fact raised by the claim of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(2).

The primary concern in the consideration of commonality is whether the representative's claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory. The threshold of the commonality requirement is not high. A mere factual difference between class members does not necessarily preclude satisfaction of the commonality requirement. Individualized damage inquiries will also not preclude class certification. Rather, the commonality requirement is aimed at determining whether there is a need for, and benefit derived from, class treatment. More specifically, the commonality prong only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of common or general interest. Furthermore, the commonality requirement is satisfied if the common or general interest of the class members is in the object of the action, the result sought, or the general question implicated in the action. This core of the commonality requirement is satisfied if the questions linking the class members are substantially related to the resolution of the litigation, even if the individuals are not identically situated.

Sosa, 73 So. 3d at 107-08 (internal citations omitted).

Commonality is easily satisfied. Plaintiffs' claims all turn on whether Defendant's security environment was adequate to protect the Settlement Class Members' Private Information, the resolution of which revolves around evidence that does not vary between members and so can be fairly resolved for all Settlement Class Members at once.

Typicality: The movant must demonstrate the claim(s) of the representative party is typical of the claim of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(3). The key inquiry for a trial court when it determines whether a proposed class:

satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members. The test for typicality is not demanding and focuses generally on the similarities between the class representative and the putative class members. Mere factual differences between the class representative's claims and the claims of the class members will not defeat typicality. Rather, the typicality requirement is satisfied when there is a strong similarity in the legal theories upon which those claims are

based and when the claims of the class representative and class members are not antagonistic to one another.

Sosa, 73 So. 3d at 114-15 (Fla. 2011) (internal citations omitted). Typicality is satisfied because there is a nexus between Plaintiffs' and other Settlement Class Members' claims since they each concern Defendant's alleged failure to protect sensitive Private Information in connection with the Data Incident and are thus based on the same legal theories and underlying events. Therefore, Plaintiffs possess similar legal interests and experienced the same legal injury as the Settlement Class Members. Plaintiffs' claims are not antagonistic in any way to the claims of the Settlement Class Members.

Adequacy: The movant must demonstrate the representative party can fairly and adequately protect and represent the interests of each member of the class. *See* 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. A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative's interests are antagonistic to the interests of the class members.

Sosa, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because the Class Representatives and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See* Joint Dec. ¶ 24. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context. *See* Firm Resumes attached as Exhibits 1-2 to the Joint Declaration.

Predominance: "To meet the requirements of rule 1.220(b)(3), the party moving for class certification must establish that the class members' common questions of law and fact predominate

over individual class member claims.” *Sosa*, 73 So. 3d at 111 (quoting Rule 1.220(b)(3)). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Id.* (internal citations omitted). Here, the questions of law and fact common to all members of the Settlement Class substantially outweigh any possible issues that are individual to each member of the Settlement Class.

Superiority: Finally, Rule 1.220(b)(3) superiority requirement is met. “[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy.” *Id.* Resolution of the claims of approximately 8,120 Settlement Class Members in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Joint Dec. ¶ 41. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class Members are not interested in prosecuting their own claims. *Id.* Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. *Id.* It is desirable to litigate the claims in this Court given Defendant’s substantial business activity in Florida, and because the causes of action accrued in Florida, and manageability is no concern in the context of class settlement approval. *Id.*

For these reasons, the Court should finally certify the Settlement Class.

V. APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS

Class Counsel respectfully requests \$1,500.00 in Service Awards for each of the Class Representatives to compensate them for their work in filing the Action and facing the risks associated with serving as representatives. *Id.* ¶ 22. The Service Awards are to be paid by the Defendant, separate and apart from the Settlement Class Member Benefits. *Id.* In prosecuting this action, the Class Representatives expended time and effort and took significant financial and reputational risks for the benefit of the putative class. *Id.* ¶ 24. This imposed a burden on them out

of proportion to their individual stakes in the matter. No objections have been asserted to the Service Awards. Admin. Dec. ¶ 16.

Class Counsel also respectfully requests the Court award \$185,000.00 in attorneys' fees including \$13,065.17 in litigation costs. Joint Dec. ¶¶ 25, 31. Following receipt of Notice, no Settlement Class Member has objected to the amount of attorneys' fees requested. Admin. Dec. ¶ 16. Class Counsel's request is within the range of reason under established Florida law, as it was calculated by analyzing Class Counsel's lodestar and applying a contingency risk multiplier. For the reasons set forth below, the requested attorneys' fees are more than reasonable when compared to the time and effort devoted to the prosecution of the Action and the results achieved through the Settlement. These costs were reasonably and necessarily incurred in an effort to effectively litigate Plaintiffs' claims and negotiate and execute the Settlement Agreement.

A. A Service Awards for The Class Representatives.

The Court should approve \$1,500.00 Service Awards for each of the Class Representatives, as the amount is just, fair, and reasonable and Defendant does not oppose such awards. Under Florida law, service awards in class actions are appropriate as compensation for the fact that class representatives are "identified as a class litigant in public records . . . [are] subject to fiduciary duties [and] may be deposed and required to produce records" and must engage in the litigation proceedings. *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA 2009) (affirming \$10,000 award because being a class representative "is less an honor than a headache"). *See also Holt v. HHH Motors, LLP*, No. 16-2012-CA-010179, 2015 WL 14085461, at *2 (Fla. 4th Jud. Cir. June 17, 2015) (approving the payment of \$5,000.00 to both of the named plaintiffs as an incentive award for their actions and contributions to the litigation.).

The Class Representatives have actively followed this matter even prior to the complaint

being filed and has made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and for answering Class Counsel's many questions. Joint Dec. ¶ 23. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and is reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved. *See id.* ¶¶ 23-24.

B. The Court Should Award the Requested Attorneys' Fees.

Pursuant to the Settlement Agreement, and consistent with recognized class action practice and procedure, Plaintiffs respectfully request an award of attorneys' fees totaling \$185,000.00 separate and apart from other Settlement Class Member Benefits made available under the Agreement. Plaintiffs and Defendant negotiated and reached agreement regarding attorneys' fees, costs and expenses only after reaching agreement on all other material Settlement terms. Joint Dec. ¶ 25. The requested fee is within the range of reason under established Florida law. For the reasons detailed herein, Plaintiffs submit that the requested fee is appropriate, fair, and reasonable and respectfully request that it be approved by the Court.

In a class action case, "the trial court should have broad discretion to determine whether the fees requested . . . are fair and reasonable in order to protect the interests of the class members." *Nelson v. Wakulla Cnty.*, 985 So. 2d 564 (Fla. 5th DCA 2008). To calculate the fee award, the Court should examine Class Counsel's lodestar (the hours reasonably expended at appropriate hourly rates), enhanced by a contingency risk and/or results achieved multiplier. In *Kuhnlein*, the Court identified the various factors for determining the reasonableness of the attorneys' fees:

1. the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
2. the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
3. the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;
4. the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;
5. the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and
8. whether the fee is fixed or contingent, and, if fixed as to the amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

Id. at 323 n.5; *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the \$185,000.00 requested in this Action, reflecting a contingency risk multiplier of approximately 1.80 net of costs, which the Florida Supreme Court recognized in *Kuhnlein* should be applied “in recognition of the substantial benefit class counsel conferred upon the class members.” 662 So. 2d at 315.

1. The time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly.

Prosecuting and settling the Action demanded considerable time, labor, and skill. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' information, interviewing potential clients;

evaluating the potential class representatives; contributing to the evaluation of the merits of the Action before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the relevant notices of settlement, the Motion for Preliminary Approval; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from the class representatives. Joint Dec. ¶ 29. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id.*

“[P]rosecution and management of a complex national class action requires unique legal skills and abilities.” *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for data breach litigation. *See e.g., 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) (“The realm of data breach litigation is complex and largely undeveloped.”); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954 (E.D. Pa. Sep. 24, 2019) (“This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare.”). The Court in *In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 (N.D. Cal. Sep. 13, 2011) has noted that “many [data breach class actions] have been dismissed at the pleading stage.”

Further, as explained *supra*, the Action presented complex questions of law and fact. *See* n.4, *supra*. As a result, the Settlement Class may never have secured relief, financial or otherwise, absent this Settlement. Without reaching a swift settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft. Accordingly, the requested attorneys’ fee award considers the novel, complex, and difficult nature of data breach class action cases, and appropriately compensates Class Counsel’s ability to resolve this matter efficiently while recovering the maximum amount

available to the Settlement Class in a timely manner.

Indeed, Class Counsel's skill and experience in complex class action litigation weigh in favor of the requested attorneys' fee award. Class Counsel's background and the background of the supporting attorneys and staff demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation—particularly data breach class action litigation—and are well-credentialed and equal to the difficult and novel tasks at hand. Joint Dec. ¶ 2 & Exs. 1 & 2. Settlement Class Counsel's attorneys' fee request is commensurate with that experience, which was leveraged here to procure the Settlement via early resolution of the Action.

2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer

This Action has required substantial time and labor from the attorneys. *Id.* ¶ 29. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Class Counsel's ability to work on other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation.

3. The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature.

Class Counsel have significant and unique legal experience in consumer class action litigation, and data breach litigation specifically. *Id.* ¶ 2 & Exs. 1 & 2. The hourly rates charged by Class Counsel are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. *Id.* ¶ 39. *See, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, No. 6:17-cv-890-PGB-LRH, 2021 WL 1186811, at *4 (M.D. Fla. Mar. 19, 2021) (approving rate of \$800 for partners and \$458 for associates and paralegal rates of \$150 and

\$195 in recognition that “[c]ommercial class action law is sufficiently specialized that it should be considered a national market”); *Jackson v. Wendy’s Int’l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorneys’ fees utilizing lodestar crosscheck with rates of up to \$950.00 for partners and \$575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving partner rates of \$950.00 and \$717.00 for associate). Given the experience, reputation and skills of Class Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Courts around the country have approved these rates. Joint Dec. ¶ 39.

The lodestar (hours x hourly rates) incurred by Class Counsel and the other law firms who worked on the Action is \$95,497.70. *Id.* ¶ 30.⁵ Class Counsel will spend more time following Final Approval assisting the Settlement Administrator with distribution of the Cash Payments and attending to other Settlement administration matters.

As noted above, it would not be unreasonable for Class Counsel to seek a multiplier up to five times the lodestar amount. *See Kuhnlein*, 662 So. 2d at 313-15. Here, Class Counsel request a 1.80 multiplier, which is justified in light of the fact that Class Counsel rendered service without compensation, achieved an excellent result, and offered extremely reasonable billing rates given their experience. *See* Joint Dec. ¶¶ 30, 32. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. *Id.* ¶ 34. The financial risks borne by Class Counsel fully support the fee requested. *Id.* Other courts have awarded fees in data breach and data privacy cases relying on risk multipliers in the excess of the multiplier Class Counsel

⁵ This amount does not include an estimated 25 hours that Class Counsel will spend preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier. *See* Joint Dec. ¶ 33.

request here. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *39-40 (N.D. Ga. Mar. 17, 2020) (finding multiplier of 2.62 reasonable and within the typical range); *In re Facebook Biometric Info. Priv. Litig.*, 2022 WL 822923, at *1-*2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy case); *see also Martin v. Lake Cty.*, No. 2009-CA5295, 2016 Fla. Cir. LEXIS 2272, *24 (quoting *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla 2007)) (“Florida’s lodestar analysis is patterned after, ‘lodestar multipliers in larger and complicated class actions range from 2.26 to 4.5, while three appears to be the average.’”); *Roberts v. Capital One, N.A.*, No. 16 Civ. 4841 (LGS), (S.D.N.Y. Dec. 20, 2020) (awarding of 30% of the settlement fund or \$5,100,000, resulting in a 2.22 multiplier). The requested attorneys’ fee award sought here is squarely in line with fee awards approved in other data breach class action cases.

4. The significance of, or amount involved in the subject matter of the representation, the responsibility involved in the representation, and the results obtained

This Action raised issues of genuine importance to thousands of individuals whose Private Information may have been impacted in the Data Incident. Because of the significant risks associated with this Action and potential barriers faced by the Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class that included (1) a cash payment of up to \$2,500.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident; or (2) for Settlement Class Members whose Social Security number may have been disclosed, a cash payment of \$45.00 subject to a downward *pro rata* adjustment; and (2) Credit Monitoring for all Settlement Class Members. Agreement ¶ 64.

Indeed, the result here demonstrates why the requested fee award is reasonable. The result achieved is a major factor to consider in making a fee award. *Kuhnlein*, 662 So. 2d at 315. *See also Hensley v. Eckerhart*, 461 U.S. 424, 436, (1983) (“critical factor is the degree of success

obtained”); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1342 (S.D. Fla. 2007); *Behrens*, 118 F.R.D. at 547–48 (“The quality of work performed in a case that settles before trial is best measured by the benefit obtained.”).

In considering the results, courts examine the value of both monetary and non-monetary relief. *See Marty v. Anheuser-Busch Cos., LLC*, 2015 WL 6391185, at *2 (S.D. Fla. Oct. 22, 2015) (“[the] trial court properly concluded that ‘class received substantial benefit’ from label change that removed allegedly misleading statement . . . and non-monetary relief was properly considered in evaluating attorneys’ fees”); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360 (S.D. Fla. 2007). The results achieved here demonstrate that the results achieved through the Settlement are excellent.

5. The time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client.

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance. *See* Joint Dec. ¶¶ 36-37. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *See id.* ¶ 33. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *See id.*

6. The nature and length of the professional relationship with the client.

Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. *Id.* ¶ 35. The investigation, prosecution, and settlement of this Action have required a substantial amount of Class Counsel’s time and effort. *Id.* Class Counsel spent

significant time working with the Plaintiffs—investigating the Action and keeping them informed of the progress of the Action. *Id.*

7. The experience, reputation, diligence and ability of the lawyer or lawyers performing the service and the skill, expertise or efficiency of effort reflected in the actual providing of such services

Class Counsel have demonstrated their skills, experience, and reputation. Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation. *Id.* ¶ 2 & Exs. 1 & 2. There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. *Id.* Class Counsel has recovered millions of dollars for the classes they represented in hundreds of cases. *Id.* In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of this Action as well as with other data breach cases. *Id.*

Class Counsel's reputation, diligence, expertise, and skills are reflected in the work they performed and the results they achieved. The fact that Class Counsel were able to successfully resolve the Action through recovery of the Settlement Class Benefits, is testament to their skill, expertise, and efficiency of effort despite the potential hurdles presented, including appellate proceedings.

8. Whether the fee is fixed or contingent, and if fixed as to the amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in this Action while rendering the described above. *Id.* ¶ 27. The fully contingent nature of this representation further supports the requested fee award, applying the requested multiplier.

Indeed, “[a] contingency fee arrangement often justifies an increase in the award of

attorneys' fees." *Behrens*, 118 F.R.D. at 548; *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a case has been prosecuted on a contingent basis, plaintiffs' counsel must be compensated adequately for the risk of non-payment); *Ressler*, 149 F.R.D. at 656 ("Numerous cases recognize that the attorney's contingent fee risk is an important factor in determining the fee award"); *Walters v. Atlanta*, 652 F. Supp. 755, 759 (N.D. Ga. 1985), *modified*, 803 F.2d 1135 (11th Cir. 1986); *York v. Alabama Senate Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986). As the *Behrens* court observed:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer... A contingency fee arrangement often justifies an increase in the award of attorney's fees. This rule helps assure that the contingency fee arrangement endures. If this "bonus" methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548.

That multiplier specifically addresses the contingent nature of Class Counsel's representation of Plaintiffs, the putative class, and now the Settlement Class and the results Class Counsel obtained for them. *Kuhnlein*, 662 So. 2d at 315. Class Counsel received no compensation during the course of this Action and have incurred expenses litigating on behalf of the Settlement Class before this Court, which they risked losing had Defendant prevailed at the motion to dismiss, summary judgment, class certification, trial, or appellate stages. From the time Class Counsel filed the Action, there existed a real possibility they would achieve no recovery and, hence, no compensation.

C. Class Counsel's Costs

Further, Class Counsel has also incurred reasonable and necessary costs to pursue the claims in this Action. Joint Dec. ¶ 31; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92

(1970). To date, those costs are \$13,065.17, and consist of court filing fees, service of process fees, *pro hac vice* application fees, and expert fees. *Id.*

CONCLUSION

For all the foregoing reasons, Plaintiffs and Class Counsel respectfully request this Court enter an order: (a) granting Final Approval to the Settlement; (b) affirming certification of the Settlement Class for settlement purposes; (c) reaffirming the appointment of Plaintiffs as Class Representatives; (d) reaffirming the appointments of Jeff Ostrow and Mariya Weekes as Class Counsel; (e) awarding Class Counsel \$185,000.00 in attorneys' fees including reasonable costs; (f) awarding Service Awards to the Class Representatives in the amount of \$1,500.00 each; (g) overruling timely objections, if any; and (h) entering final judgment dismissing the Action with prejudice and reserving jurisdiction over Settlement implementation. Plaintiffs attach a proposed Final Approval Order as *Exhibit D*.

Dated: August 28, 2026

Respectfully submitted,

By: Jeff Ostrow

Jeff Ostrow (FBN 121452)

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Class Counsel for Plaintiffs

CERTIFICATE OF CONFERRAL PURSUANT TO FLA. R. CIV. P. 1.202

I certify that prior to filing this motion, I discussed the relief requested in this motion via email with Defendant's counsel who, consistent with the Settlement Agreement, represented that Defendant agrees to the Final Approval of the Settlement and does not oppose the amount of attorneys' fees and costs and Service Awards sought herein.

/s/ Jeff Ostrow
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CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2026, the foregoing document was filed via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Jeff Ostrow
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EXHIBIT A

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

DAVID BLACK, DAHLIA ROGERS,
MISHAEL WYLIE, individually, and
on behalf of all others similarly situated,

CASE NO. CACE-26-009568

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a Maryland corporation that provides benefit administration services to health plans, Taft Hartley funds, and other organizations.

2. In the regular course of its business, Defendant collects and maintains individuals' Private Information, including names, dates of birth, Social Security numbers, birth certificates, marriage certificates, and/or financial banking information.

3. On September 6, 2024, Defendant discovered that an unauthorized third party had gained access to a single employee email account and immediately began an investigation into the matter. As a result of the investigation, Defendant determined that certain files within that email

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

account containing the Private Information belonging to approximately 11,029 individuals may have been accessed or acquired by a third-party cybercriminal.

4. On or about January 30, 2025, Defendant sent notification letters to potentially impacted individuals.

5. Thereafter, two class action lawsuits were filed by Plaintiffs Rogers and Black against the Defendant in federal court in the Middle District of Florida, and subsequently Plaintiff Wylie, each seeking to represent all individuals whose Private Information was potentially impacted in the Data Incident.

6. On August 25, 2025, the federal actions were then consolidated and the Court appointed Jeff Ostrow and Mariya Weekes as interim class counsel. On September 15, 2025, a Consolidated Class Action Complaint was filed in the Middle District of Florida.

7. Shortly thereafter, in an effort to conserve resources for the benefit of those potentially impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with experienced mediator, Bruce Friedman, of JAMS, Inc.

8. In advance of mediation, Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

9. The Parties participated in a full-day mediation on February 23, 2026. After arms-length negotiations between experienced counsel, the Parties reached agreement on the materials terms of this classwide Settlement. During the negotiations, the Parties decided that jurisdiction was appropriate in state court and venue in this Court.

10. Consequently, Plaintiffs dismissed the federal action and filed this Action for settlement purposes only. The Complaint alleges claims against Defendant for negligence, negligence per se, breach of implied contract, invasion of privacy, and unjust enrichment.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. “**Action**” means the class action lawsuit entitled: *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. _____ currently pending in the 17th Judicial Circuit in and for Broward County, Florida.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

14. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16. “**Cash Payment A – Documented Losses**” means the up to \$2,500.00 in cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

17. “**Cash Payment B – Alternate Cash**” means the \$45.00 cash compensation available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, subject to the aggregate cap set forth in Section IV herein.

18. “**Claim**” means the submission of a Claim Form by a Claimant.

19. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

21. **“Claim Form Deadline”** shall be 15 days before the initial scheduled Final Approval Hearing.

22. **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims eligible for payment under this Settlement.

23. **“Class Counsel”** means: Jeff Ostrow of Kopelowitz Ostrow P.A and Mariya Weekes of Milberg PLLC.

24. **“Class List”** means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ name and last known physical address.

25. **“Class Representatives”** means the Plaintiffs the Court approves as representatives of the Settlement Class.

26. **“Complaint”** means the Class Action Complaint filed in this Action.

27. **“Court”** means the 17th Judicial Circuit in and for Broward County, Florida, and the Judge(s) assigned to the Action.

28. **“Credit Monitoring”** means the one year of CyEx Financial Shield Complete (1B) for which a code will be provided on the Postcard Notice.

29. **“Data Incident”** means the data-security incident that Defendant discovered on or about September 6, 2024, involving unauthorized access to a single employee email account, as a result of which certain files within that account containing information relating to Plaintiffs and members of the Settlement Class may have been accessed or acquired by an unauthorized third

party.

30. “**Defendant**” means Zenith American Solutions, Inc., the defendant in the Action.

31. “**Defendant’s Counsel**” means Allen Sattler and Rob Yang of Constangy, Brooks, Smith & Prophete, LLP.

32. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as ***Exhibit 5***.

34. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

36. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

37. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

38. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file

with the Court seeking Preliminary Approval of the Settlement.

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

41. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

43. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

44. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

45. “**Plaintiffs**” means David Black, Dahlia Rogers, and Mishael Wylie, the plaintiffs in this Action.

46. “**Postcard Notice**” means the double-sided mail form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed to those Settlement Class Members for whom physical addresses are maintained by Defendant.

47. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

48. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claim Process, substantially in the form attached hereto

as *Exhibit 4*.

49. **“Private Information”** means the categories of information that Defendant determined may have been present in the potentially affected files, including, as applicable to a given Settlement Class Member, name, date of birth, Social Security number, birth certificate, marriage certificate, and/or financial account information.

50. **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

51. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, regulatory, or common law, or any other law, rule, or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, the Data Incident, the allegations in the Action, the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act that were or could have been alleged in the Action, including but not limited to any claims that were asserted or could have been asserted in the Action; provided, however, that Released Claims do not include claims to enforce this Agreement or claims for personal bodily injury unrelated to the Data Incident.

52. **“Released Parties”** means Defendant and each entity that is controlled by, controlling, or under common control with Defendant, and each of their respective past, present, and future direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, investors, owners, shareholders, members, partners, insurers, reinsurers, excess insurers,

officers, directors, employees, agents, servants, representatives, administrators, fiduciaries, trustees, attorneys, accountants, auditors, consultants, vendors, contractors, and any employee benefit plans administered by or on behalf of Defendant, together with each of their respective heirs, executors, administrators, and legal representatives.

53. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

54. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

55. “**Settlement Administrator**” means Analytics Consulting LLC or “Analytics”, the third-party notice and claims administrator jointly selected by the Parties.

56. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

57. “**Settlement Class**” means all individuals residing in the United States who were sent a notice from the Defendant that their Private Information may have been accessed in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

58. “**Settlement Class Member**” means any member of the Settlement Class who has

not opted-out of the Settlement.

59. “**Settlement Class Member Benefits**” means the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

60. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

61. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

62. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the

Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

63. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments to Settlement Class Members who submit Valid Claims, subject to the express limitations and caps set forth in this Agreement; (c) Credit Monitoring for all Settlement Class Members as provided herein; and (d) any Court-awarded attorneys' fees, costs, and Service Awards. Except for the foregoing, Defendant shall have no other payment obligation, liability, or responsibility of any kind under or relating to this Agreement.

64. **Cash Payments** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members must choose *either* Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. Cash Payment A – Documented Losses

All Settlement Class Members are eligible to submit a claim for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud

and/or identity theft as a result of the Data Incident. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B, provided the Claim was otherwise timely submitted.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A – Documented Losses, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive Cash Payment B - Alternate Cash, which is a cash payment in the amount of \$45.00. There is no documentation required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Defendant

will not be liable for more than \$40,000.00 for this Cash Payment B. If the Valid Claims for Cash Payment B – Alternate Cash exhaust \$40,000.00, the amount of each cash payment shall be reduced on a *pro rata* basis. A Settlement Class Member who elects Cash Payment B may not also submit a claim for Cash Payment A.

65. ***Credit Monitoring*** – In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete by using the code provided on the Postcard Notice. Settlement Class Members may activate this benefit directly through CyEx using the code provided on their Postcard Notice. No Claim Form submission is required to receive Credit Monitoring.

66. ***Settlement Administration Costs*** - Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Settlement Administration Costs shall be paid by Defendant separate from and in addition to the Settlement Class Member Benefits. For the avoidance of doubt, any funds associated with uncashed checks, failed or undeliverable electronic payments, rejected or invalid Claims, or any amounts otherwise not distributed to Settlement Class Members shall revert to Defendant, and no portion of such amounts shall be subject to cy pres, escheat, or any further distribution absent Defendant's written consent or a non-appealable court order expressly requiring otherwise.

V. Settlement Approval

67. Within five days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice

Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Analytics as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

68. The Parties agree that, subject to Court approval, Analytics shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

69. The Settlement Administrator shall maintain commercially reasonable administrative, technical, and physical safeguards to protect all personal information received in connection with the Settlement, shall use such information solely for purposes of administering the Settlement, shall not disclose such information except as required to perform its obligations or by law, and shall promptly notify Defendant's Counsel of any actual or reasonably suspected security incident involving Settlement data. The Settlement Administrator shall indemnify, defend, and hold harmless Defendant and the Released Parties from and against any third-party claims, losses, costs, or expenses arising out of the Settlement Administrator's breach of this paragraph, violation of law, or gross negligence or willful misconduct.

70. The Settlement Administrator shall administer various aspects of the Settlement as

described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claim Process.

71. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming

the Notice Program and Claim Process were completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing in detail how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment in accordance with the standards set forth in this Agreement;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and Credit Monitoring;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Ensuring that Credit Monitoring Codes are on the Postcard Notices; and

m. Any other Settlement administration function at the instruction of both Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed and that Credit Monitoring activation codes have been sent to Settlement Class Members.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

72. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

73. Within 25 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

74. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

75. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

76. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

77. **Opt-Outs.** The Long Form Notice also shall include a procedure for Settlement

Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

78. **Termination Based on Opt-Outs.** Within 10 days after the Opt-Out Deadline, the Settlement Administrator shall provide Defendant's Counsel with a final list of all persons who have timely and validly submitted opt-out requests. If more than 500 (approximately 5%) Settlement Class Members have timely and validly submitted opt-out requests, Defendant may, in its sole discretion, void this Settlement Agreement by providing written notice to Class Counsel and the Court within five business days after receiving the final opt-out list from the Settlement Administrator. If Defendant exercises this termination right, this Agreement shall be null and void, the certification of the Settlement Class shall be vacated, and Defendant shall pay all Settlement Administration Costs incurred up to the date of termination, but shall have no other obligations under this Agreement.

79. **Objections.** The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long

Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

80. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the

objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

80. Any Settlement Class Member who fails to comply with each and every requirement in the preceding paragraph and any additional requirements set forth in the Preliminary Approval Order or Long Form Notice shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in this Agreement.

81. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement and the objection will be overruled for lack of standing.

VIII. Claim Form Process and Disbursement of Cash Payments

82. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

83. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

84. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form and any supporting documentation before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete and that any supporting documentation meets the standards set forth in this Agreement. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

85. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

86. The Settlement Administrator shall exercise, in its discretion, all usual and

customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

87. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not

timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

88. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent or contains false information;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

89. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

90. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

91. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 10 days of the invoice.

92. No later than 60 days of the Effective Date, the Settlement Administrator shall: (a) distribute Cash Payments; and (b) if applicable, ensure Credit Monitoring activation codes are mailed to Settlement Class Members.

93. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator

shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

94. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, awards, notices, technical issues, delays, non-delivery, identity-verification procedures, or other acts or omissions undertaken in good faith in accordance with this Settlement. Defendant shall not be liable for any act, omission, error, malfeasance, nonfeasance, insolvency, negligence, or misconduct of the Settlement Administrator, any payment processor, mail vendor, credit-monitoring provider, or any other third party retained to implement the Settlement.

IX. Final Approval Order and Final Judgment

95. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

96. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

97. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date.

98. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of

attorneys' fees and costs of \$185,000, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date.

99. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

100. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as claims under the Florida Information Protection Act, Fla. Stat. § 501.171, the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq., or any other applicable federal, state, or local statute, regulation, or common law. Each Releasing Party expressly waives all rights under California Civil Code section 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.**

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

101. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

102. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

103. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, all objections, if any, are overruled, and the resolution of all appeals taken from the Final Approval Order, if any, in favor of Final Approval; and

d. The occurrence of the Effective Date.

104. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

105. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

106. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

107. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this

Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

108. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

109. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

110. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind

whatsoever.

111. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

112. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

113. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

114. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

115. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

116. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a

dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

117. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

118. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

119. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

120. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

121. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the

Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

122. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Mariya Weekes
Milberg PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Allen Sattler
Constangy, Brooks, Smith & Prophete LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
asattler@constangy.com

Rob Yang
Constangy, Brooks, Smith & Prophete LLP
601 Montgomery Street, Ste. 350
San Francisco, CA 94111
ryang@constangy.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

123. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

124. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

125. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

126. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

127. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

128. ***No Third-Party Beneficiaries.*** Except as expressly provided in this Agreement, nothing in this Agreement is intended to create, or shall be construed as creating, any rights in any person or entity other than the Parties, the Released Parties, and the Settlement Class Members as expressly set forth herein.

129. ***Severability.*** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that Defendant may elect to terminate this Agreement if any invalidated provision materially increases Defendant's obligations or materially diminishes the benefit of the releases or other protections afforded to Defendant under this Agreement.

130. ***Force Majeure.*** Defendant shall not be deemed in breach of this Agreement, nor liable for any delay or failure in performance, to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, interruption of communications or payment systems, or failures of

third-party vendors or service providers, provided that Defendant uses commercially reasonable efforts to resume performance as soon as practicable.

131. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Jeffrey Ostrow

Jeffrey Ostrow (Jun 8, 2026 16:14:24 EDT)

JEFF OSTROW

KOPELOWITZ OSTROW P.A.

Mariya Weekes

Mariya Weekes (Jun 8, 2026 16:14:58 EDT)

MARIYA WEEKES

MILBERG PLLC

ZENITH AMERICAN SOLUTIONS, INC.

By: _____

Its _____

COUNSEL FOR ZENITH AMERICAN SOLUTIONS, INC.

ALLEN SATTLER

ROB YANG

CONSTANGY, BROOKS, SMITH

& PROPHETE LLP

third-party vendors or service providers, provided that Defendant uses commercially reasonable efforts to resume performance as soon as practicable.

131. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG PLLC

ZENITH AMERICAN SOLUTIONS, INC.


[Kim Fiori \(Jun 8, 2026 16:50:09 EDT\)](#)

By: Kim Fiori
Its CEO

COUNSEL FOR ZENITH AMERICAN SOLUTIONS, INC.


ALLEN SATTLER
ROB YANG
CONSTANGY, BROOKS, SMITH
& PROPHETE LLP

EXHIBIT 1
(POSTCARD NOTICE)

David Black, et al. v. Zenith American Solutions, Inc., Case No. CACE-26-009568 (Fla. Cir. Ct., Broward Cnty.)

You were identified by Zenith American Solutions, Inc. as having Private Information potentially impacted by a Data Incident. A class action settlement may affect your rights and you may be entitled to receive benefits from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

For complete information about the Settlement, including how to submit a Claim Form, Exclude Yourself from the Settlement, or Object to the Settlement, visit **[SETTLEMENT WEBSITE URL]** or call toll-free **[TOLL-FREE NUMBER]**.

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 200X
Chanhassen MN 55317-200X

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Claim Number»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Credit Monitoring Activation Code: <<CODE>>

Why am I receiving this notice? A Settlement has been reached in a class action lawsuit filed against Zenith American Solutions, Inc. ("Zenith" or "Defendant") regarding a data security incident, discovered on or about September 6, 2024, involving unauthorized access to an employee email account, as a result of which certain files containing Private Information may have been accessed or acquired by an unauthorized third party (the "Data Incident"). The Parties entered into an agreement to settle the lawsuit, without admission of liability or wrongdoing, to avoid the risks, costs, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at [\[SETTLEMENT WEBSITE URL\]](#).

Who is included in the Settlement? In the lawsuit *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568, 17th Judicial Circuit, Broward County, Florida, you are a Settlement Class Member if you are an individual residing in the United States who was sent a notice from Zenith that your Private Information may have been accessed in the Data Incident.

What are the Settlement benefits? Settlement Class Members who submit a Valid Claim may elect either: (a) Cash Payment A – Documented Losses of up to \$2,500.00 for documented, unreimbursed losses relating to fraud and/or identity theft incurred as a result of the Data Incident; or (b) Cash Payment B – Alternate Cash of \$45.00, available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident (subject to a \$40,000.00 aggregate cap and proportionate reduction if the cap is reached). In addition, all Settlement Class Members are entitled to one year of CyEx Financial Shield Complete credit monitoring — no Claim Form is required — by activating directly through CyEx the code printed on the front of this notice.

How do I receive a benefit? To claim the Cash Payment B - Alternate Cash Payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. To claim Cash Payment A – Documented Losses, or to submit all other claims, visit [\[URL\]](#), or call [\[TOLL-FREE NUMBER\]](#). **Claims must be submitted online or postmarked by [\[DATE\]](#).**

Who represents me? The Court has been asked to appoint Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC to represent the Settlement Class ("Class Counsel").

What if I don't want to participate in the Settlement? You may exclude yourself from the Settlement and retain your ability to sue Defendant on your own by mailing a written request to opt-out postmarked no later than [\[DATE\]](#). If you exclude yourself, you cannot get any Cash Payment from this Settlement. If you do not exclude yourself, you have the right to object to the Settlement. Objections must be filed with the Court and mailed no later than [\[DATE\]](#). The Long Form Notice and Settlement Agreement, available at [\[URL\]](#), explain how to exclude yourself or object..

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [\[DATE\]](#) at the ~~xxx~~ to consider whether to approve the Settlement. The Court will also consider Class Counsel's application for attorneys' fees and costs of \$185,000.00 and Service Awards of up to \$1,500.00 for each Class Representative. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY. VISIT [WWW.URL.COM](#)
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.**



Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 200x
Chanhassen MN 55317-200x

ZENITH DATA INCIDENT

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

*Complete this Claim Form, tear at perforation, and return
by U.S. Mail no later than **DEADLINE**.
Only one Claim Form per Class Member.*

Login ID: «LoginID»
PIN: «PIN»

To submit a claim for up to \$2,500.00 for Cash Payment A for documented, unreimbursed losses relating to fraud and/or identity theft as a result of the Data Incident, please visit [www.URL.com](#)

To submit a claim for Cash Payment B - Alternate Cash Payment, you may complete and return this postage pre-paid postcard or visit the Settlement website at [www.URL.com](#).

☐

Check this box if you would like to receive the \$45.00 Cash Payment B - Alternate Cash Payment

Updated Address (If Different From Above): _____

Email Address: _____

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid. I understand my claim, even if approved, may be reduced based on availability of funds.

Signature

Printed Name

Date

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Zenith American Solutions, Inc. Notified You Of A Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.

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

A court authorized this Notice.

This Notice summarizes the proposed settlement reached in a lawsuit entitled *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568 pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the “Lawsuit” or “Action”). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [SETTLEMENT WEBSITE URL] or by contacting the Settlement Administrator at [TOLL-FREE NUMBER].

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits available to the Settlement Class.

This Notice may affect your rights – please read it carefully.

- A Settlement has been reached in the class action lawsuit against Zenith American Solutions, Inc. (“Zenith” or “Defendant”). The Lawsuit alleges that Zenith was the victim of a data security incident, discovered on or about September 6, 2024, involving unauthorized access to a single employee email account, as a result of which certain files containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by an unauthorized third party (the “Data Incident”). Zenith denies any wrongdoing, and the Settlement is not an admission of wrongdoing or an indication that Zenith violated any laws. The Court has not decided who is right.
- If you received this Notice, you have been identified as part of the Settlement Class. The Settlement Class is made up of all individuals residing in the United States who were sent a notice from Zenith that their Private Information may have been accessed in the Data Incident. Some limited exclusions apply and are described in Question 1 below.
- Under the Settlement, Settlement Class Members who submit a Valid Claim may elect **either** of the following Cash Payments: (a) **Cash Payment A – Documented Losses**: up to \$2,500.00 for documented, unreimbursed losses relating to fraud and/or identity theft as a result of the Data Incident; or (b) **Cash Payment B – Alternate Cash**: a \$45.00 cash payment, available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, subject to an aggregate cap of \$40,000.00 (with pro rata reduction if claims exceed the cap).
- In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete credit monitoring by using the activation code provided on their Postcard Notice. **No Claim Form is required to receive Credit Monitoring.**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a valid Claim Form to get a Cash Payment from this Settlement. Claim Forms must be submitted online or, if mailed,

	postmarked no later than [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing]. You do not need to submit a Claim Form to receive Credit Monitoring; an activation code is provided on your Postcard Notice.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue about the claims in this case and you will not get a Cash Payment.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue Zenith American Solutions, Inc. about the claims in this Lawsuit. Your request to exclude yourself must be postmarked no later than [OPT-OUT DEADLINE — 30 days before initial Final Approval Hearing].
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be filed with the Court and mailed no later than [OBJECTION DEADLINE — 30 days before initial Final Approval Hearing].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 19 for more details. The Final Approval Hearing is scheduled for [FINAL APPROVAL HEARING DATE AND TIME], at [FINAL APPROVAL HEARING LOCATION — Broward County courthouse address/courtroom].

WHAT THIS NOTICE CONTAINS

Basic Information

- How do I know if I am affected by the Lawsuit and Settlement?
- What is this case about?
- Why is there a Settlement?
- Why is this a class action?
- How do I know if I am included in the Settlement?

The Settlement Benefits

- What does this Settlement provide?
- How do I submit a Claim?
- What am I giving up as part of the Settlement?
- Will the Class Representatives receive compensation?

Excluding Yourself

- How do I exclude myself from the Settlement?
- If I do not exclude myself, can I sue later?
- What happens if I do nothing at all?

The Lawyers Representing You

- Do I have a lawyer in the case?

- How will the lawyers be paid?

Objecting to the Settlement

- How do I tell the Court that I do not like the Settlement?
- What is the difference between objecting and asking to be excluded?

The Final Approval Hearing

- When and where will the Court decide whether to approve the Settlement?
- Do I have to come to the hearing?
- May I speak at the hearing?

Do Nothing

- What happens if I do nothing?

Get More Information

- How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are an individual residing in the United States who was sent a notice from Zenith American Solutions, Inc. that your Private Information may have been accessed in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

2. What is this case about?

This case is known as *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568, pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The people who sued, David Black, Dahlia Rogers, and Mishael Wylie, are called the "Plaintiffs," and the company being sued, Zenith American Solutions, Inc., is called the "Defendant."

Zenith provides benefit administration services to health plans, Taft-Hartley funds, and other organizations. In the regular course of its business, Zenith collects and maintains individuals' Private Information. On September 6, 2024, Zenith discovered that an unauthorized third party had gained access to a single employee email account and began an investigation. As a result of the investigation, Zenith determined that certain files within that email account containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by a third party. The categories of information that may have been involved include, as applicable to a given Settlement Class Member, name, date of birth, Social Security number, birth certificate, marriage certificate, and/or financial account information. On or about January 30, 2025, Zenith sent notification letters to potentially impacted individuals.

Plaintiffs filed the Lawsuit on behalf of themselves and all others similarly situated, alleging claims against Defendant for negligence, negligence per se, breach of implied contract, invasion of privacy, and unjust enrichment relating to the Data Incident. Defendant denies any wrongdoing and denies the claims alleged in the Lawsuit. The Court has not decided in favor of the Plaintiffs or the Defendant.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, risk, delay, disruption, and uncertainty of continued litigation. The Plaintiffs, the Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiffs or the Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [\[SETTLEMENT WEBSITE URL\]](#).

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you are an individual residing in the United States who was sent a notice from Zenith that your Private Information may have been accessed in the Data Incident, and you are not within one of the exclusions described in Question 1. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [\[SETTLEMENT WEBSITE URL\]](#), call toll-free at [\[TOLL-FREE NUMBER\]](#), or write to:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 200X
Chanhassen MN 55317-200X

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members. Settlement Class Members who submit a Valid Claim must choose **either** Cash Payment A or Cash Payment B — not both.

Cash Payment A – Documented Losses: All Settlement Class Members are eligible to submit a Claim for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To qualify: (i) the loss must be an actual, documented, and unreimbursed monetary loss; (ii) the loss must have been more likely than not caused by the Data Incident; and (iii) the loss must have been incurred after the date of the Data Incident. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted documentation. Settlement Class Members will not be reimbursed for expenses that have been reimbursed by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If you do not submit reasonable documentation supporting a loss, or your Claim is rejected and you fail to cure it, your timely Claim will be treated as if you elected Cash Payment B.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive a cash payment of \$45.00. No documentation is required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Defendant will not be liable for more than \$40,000.00 in total for Cash Payment B; if Valid Claims for Cash Payment B exceed \$40,000.00, the amount of each payment will be reduced on a pro rata basis. A Settlement Class Member who elects Cash Payment B may not also submit a claim for Cash Payment A.

Credit Monitoring: In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete by using the activation code provided on their Postcard Notice. Settlement Class Members may activate this benefit directly through CyEx using that code. **No Claim Form submission is required to receive Credit Monitoring.**

Defendant will also pay all Settlement Administration Costs and any Court-awarded attorneys' fees, costs, and Service Awards, separate from and in addition to the Settlement Class Member Benefits described above.

7. How do I submit a Claim?

You must submit a Claim Form to get a Cash Payment from the proposed Settlement. All Claims will be reviewed by the Settlement Administrator. Claim Forms must be submitted online at [SETTLEMENT WEBSITE URL] by 11:59 p.m. Eastern time on [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing], or mailed to the Settlement Administrator and postmarked no later than [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing]. You can submit an online Claim Form or download a Claim Form at [SETTLEMENT WEBSITE URL], or you can call the Settlement Administrator toll-free at [TOLL-FREE NUMBER] to have a Claim Form mailed to you. A tear-off Claim Form is also attached to the Postcard Notice.

Your Claim Form must be fully and truthfully completed and signed (physically or by e-signature) by you personally, subject to the penalty of perjury. The Settlement Administrator may require additional information to validate your Claim. If your Claim is incomplete, the Settlement Administrator may send you a Notice of Deficiency; you will have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent, whichever is later, to provide the required information.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but upon the Effective Date you (and the other Releasing Parties) will fully, finally, and forever release, acquit, relinquish, and completely discharge the Released Parties from any and all Released Claims. "Released Claims" means:

any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, regulatory, or common law, or any other law, rule, or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, the Data Incident, the allegations in the Action, the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act that were or could have been alleged in the Action, including but not limited to any claims

that were asserted or could have been asserted in the Action; provided, however, that Released Claims do not include claims to enforce the Settlement Agreement or claims for personal bodily injury unrelated to the Data Incident.

“Released Parties” means:

Defendant and each entity that is controlled by, controlling, or under common control with Defendant, and each of their respective past, present, and future direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, investors, owners, shareholders, members, partners, insurers, reinsurers, excess insurers, officers, directors, employees, agents, servants, representatives, administrators, fiduciaries, trustees, attorneys, accountants, auditors, consultants, vendors, contractors, and any employee benefit plans administered by or on behalf of Defendant, together with each of their respective heirs, executors, administrators, and legal representatives.

The Released Claims include, but are not limited to, any state law or common law claims arising out of or relating to the Data Incident, such as claims under the Florida Information Protection Act, Fla. Stat. § 501.171, the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq., or any other applicable federal, state, or local statute, regulation, or common law. The Settlement Agreement, which includes all provisions and definitions concerning the settled claims, the Releases, and the Released Parties, is available at [\[SETTLEMENT WEBSITE URL\]](#).

The only way to keep your right to sue is to exclude yourself (see Question 10); otherwise you will be included in the Settlement Class and, if the Settlement is approved, you give up the right to sue for the claims this Settlement resolves.

9. Will the Class Representatives receive compensation?

Class Counsel, on behalf of the Class Representatives (Plaintiffs David Black, Dahlia Rogers, and Mishaël Wylie), may seek Service Awards of up to \$1,500.00 each, subject to Court approval. Service Awards are paid by Defendant separate from the Settlement Class Member Benefits. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDING YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than [\[OPT-OUT DEADLINE — 30 days before initial Final Approval Hearing\]](#). The opt-out request must be personally signed by you and contain your name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted.

Your written request for exclusion must be postmarked no later than [\[OPT-OUT DEADLINE — 30 days before initial Final Approval Hearing\]](#) and mailed to:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 200X
Chanhassen MN 55317-200X

If you exclude yourself, you will not be able to receive any Cash Payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, upon the Effective Date you forever give up the right to sue the Released Parties (described in Question 8) for the claims this Settlement resolves. Any Settlement Class Member who does not timely and validly request to opt-out will be bound by the terms of the Settlement even if that Settlement Class Member does not submit a Valid Claim.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it. You will not get a Cash Payment from the Settlement, and you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against the Released Parties (described in Question 8) about the settled claims in this case at any time. You will, however, remain entitled to activate the Credit Monitoring using the code provided on your Postcard Notice.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has been asked to appoint Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC as “Class Counsel” to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, and you may enter an appearance through your own attorney.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and costs of \$185,000, to be paid by or on behalf of Defendant separate from Defendant’s obligation to pay the Settlement Administration Costs and the Settlement Class Member Benefits. The Application for Attorneys’ Fees, Costs, and Service Awards will be posted on the Settlement Website, [SETTLEMENT WEBSITE URL], before the Final Approval Hearing. The Court will make the final decision as to the amounts to be paid and may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself, you may object to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator, no later than [OBJECTION DEADLINE — 30 days before initial Final Approval Hearing]. For an objection to be considered by the Court, the objection must set forth:

- The objector’s full name, mailing address, telephone number, and email address (if any);

- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- The number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- The objector's signature (an attorney's signature is not sufficient).

Objections must be filed with the Court at:

201 SE 6th Street, Fort Lauderdale, FL 33301 — Clerk of Court, 17th Judicial Circuit,
Broward County, Florida]

and mailed to each of the following:

Class Counsel:

Jeff Ostrow, Kopelowitz Ostrow P.A., 1 West Las Olas Blvd., Ste. 500, Fort Lauderdale, FL 33301
Mariya Weekes, Milberg PLLC, 333 SE 2nd Avenue, Suite 2000, Miami, FL 33131

Defendant's Counsel:

Allen Sattler, Constangy, Brooks, Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles, CA 90067
Rob Yang, Constangy, Brooks, Smith & Prophete, LLP, 601 Montgomery Street, Ste. 350, San Francisco, CA 94111

Settlement Administrator:

Zenith American Solutions Data Incident, c/o Analytics Consulting LLC, PO Box 200X, Chanhassen MN 55317-200X

An objection submitted by mail is deemed submitted when posted if received with a postmark date on the envelope, if mailed first-class postage prepaid and properly addressed. An objection submitted by private courier (e.g., Federal Express) is deemed submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who fails to comply with each and every requirement for objections will waive and forfeit any and all rights to appear separately and/or to object, and will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement, and the objection will be overruled for lack of standing.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [FINAL APPROVAL HEARING DATE AND TIME] at [FINAL APPROVAL HEARING LOCATION — Broward County courthouse address/courtroom]. The hearing may be moved to a different date or time without additional notice to the Settlement Class, so it is recommended that you periodically check [SETTLEMENT WEBSITE URL] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Application for Attorneys' Fees, Costs, and Service Awards.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes, in the Court's discretion. The Court may hear argument at the Final Approval Hearing from Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector submitted a timely objection that meets all of the requirements listed in Question 15, including the statement confirming whether the objector intends to personally appear and/or testify at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get a Cash Payment from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Parties described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This Notice is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Preliminary Approval Order, the Long Form Notice, the Claim Form, the Motion for Final Approval, and the Application for Attorneys' Fees, Costs, and Service Awards, please visit **[SETTLEMENT WEBSITE URL]** or call **[TOLL-FREE NUMBER]**. You may also contact the Settlement Administrator at:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 200X
Chanhassen MN 55317-200X

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, THE DEFENDANT, OR
DEFENDANT'S COUNSEL.**

EXHIBIT 3
(CLAIM FORM)

Your claim must be submitted online or postmarked by: [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing]	CLAIM FORM FOR ZENITH AMERICAN SOLUTIONS, INC. DATA INCIDENT SETTLEMENT <i>David Black, et al. v. Zenith American Solutions, Inc.</i> Case No. CACE-26-009568 17th Judicial Circuit, Broward County, Florida	Zenith American Solutions Data Incident c/o Analytics Consulting LLC PO Box 200X Chanhassen MN 55317-200X
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USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR A CASH PAYMENT UNDER THE SETTLEMENT

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, you were identified as an individual residing in the United States who was sent a notice from Zenith American Solutions, Inc. (“Zenith” or “Defendant”) that your Private Information may have been accessed in the Data Incident that Zenith discovered on or about September 6, 2024.

Please refer to the Long Form Notice posted on the Settlement Website, **[SETTLEMENT WEBSITE URL]**, for more information on submitting a Claim, including the documentation standards for Cash Payment A and the aggregate cap applicable to Cash Payment B.

To receive a Cash Payment, you must submit this Claim Form online by 11:59 p.m. Eastern time on [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing] or by U.S. Mail postmarked no later than [CLAIM FORM DEADLINE — 15 days before initial Final Approval Hearing].

This Claim Form may be submitted electronically via the Settlement Website at **[SETTLEMENT WEBSITE URL]** or completed and mailed, including any supporting documentation, to:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
[SETTLEMENT ADMINISTRATOR P.O. BOX ADDRESS]

Please type or legibly print all requested information in blue or black ink. You may submit only one Claim Form. Credit Monitoring does not require a Claim Form; see Section V below.

I. 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

Street Address

City	State	Zip Code

--

Email Address (used by the Settlement Administrator for payment selection and Claim communications)
--

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Enter the Claim Number and PIN printed on your Postcard Notice.

Claim Number	PIN

III. CASH PAYMENT ELECTION — CHOOSE ONLY ONE

You must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. You may not claim both. If you elect Cash Payment A but do not submit reasonable supporting documentation, or your Claim is rejected and you fail to cure it, your timely Claim will be treated as if you elected Cash Payment B.

A. CASH PAYMENT A – DOCUMENTED LOSSES (up to \$2,500.00)

All Settlement Class Members are eligible to submit a Claim for up to \$2,500.00 upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To qualify, each loss must be: (i) an actual, documented, and unreimbursed monetary loss; (ii) more likely than not caused by the Data Incident; and (iii) incurred after the date of the Data Incident. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted documentation. You may not be reimbursed for expenses that have been reimbursed by another source.

☐ Check this box and complete the chart below if you are claiming **CASH PAYMENT A – DOCUMENTED LOSSES** in the amount of \$ _____. **You must attach supporting third-party documentation.**

Description of the Loss	Date of Loss (MM-DD-YY)	Amount	Description of Supporting Documentation
Example: Fees paid to a professional to remedy a falsified tax return	03-15-25	\$300.00	Copy of the professional services bill
	- -	\$.	
	- -	\$.	
	- -	\$.	
	- -	\$.	
	- -	\$.	
	- -	\$.	

B. CASH PAYMENT B – ALTERNATE CASH (\$45.00)

As an alternative to Cash Payment A, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive a one-time cash payment of \$45.00. No documentation is required other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Cash Payment B is subject to a \$40,000.00 aggregate cap for all Settlement Class Members combined; if Valid Claims exceed the cap, each payment will be reduced on an equal, proportionate basis.

☐ Check this box if you wish to receive **CASH PAYMENT B – ALTERNATE CASH**. By checking this box, you attest that your Social Security number may have been disclosed in the Data Incident. If you check this box, you are **not** entitled to make a claim under Section III.A above.

IV. PAYMENT SELECTION

Cash Payments will be made by electronic payment or by paper check. If your Claim is approved as a Valid Claim, the Settlement Administrator will send you an email allowing you to select from alternative forms of electronic payment or a paper check. You will have 90 days following that email to select your form of payment. Paper checks must be negotiated within 120 days of issuance.

V. CREDIT MONITORING — NO CLAIM FORM REQUIRED

In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete. You may activate this benefit directly through CyEx using the activation code provided on your Postcard Notice. No Claim Form submission is required to receive Credit Monitoring.

VI. ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge, and that I am a member of the Settlement Class. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim can be deemed complete and valid, including information regarding the validity of my physical or e-signature. I understand that failure to respond to a Notice of Deficiency may result in a determination that my Claim is not a Valid Claim.

Signature	Printed Name	Date

Questions? Go to **[SETTLEMENT WEBSITE URL]** or call **[TOLL-FREE NUMBER]**.

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

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

DAVID BLACK, DAHLIA ROGERS,
MISHAEL WYLIE, individually, and
on behalf of all others similarly situated,

CASE NO. CACE-26-009568

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

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

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.
2. This Court has personal jurisdiction and subject matter jurisdiction of this Action and the Parties, including Plaintiffs and all Settlement Class members.
3. The Court preliminarily approves of the Settlement, including the Notice Program,

finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All individuals residing in the United States who were sent a notice from Defendant that their Private Information may have been accessed in the Data Incident.

5. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (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 risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the Defendant to withstand a greater judgment; (8) the 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.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the

claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

9. The Parties have selected Analytics Consulting LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints Analytics and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be

implemented as outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (30 days before the initial scheduled date of the Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

a. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the name of the Litigation: *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568; (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial

and appellate courts in each listed case; (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) whether the objector and/or the objector's counsel will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and requesting documents. The Court will not consider any objections that fail to strictly comply with all of the foregoing requirements.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (30 days before the initial scheduled Final Approval Hearing), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private

courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. Any Settlement Class Member that opts-out and objects, regardless of the order of filing, will be deemed to have opted-out of the Settlement.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th St, Fort Lauderdale, Florida 33301, or virtually by Zoom or another video platform. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class

members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 25 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	To be noticed by separate Notice of Hearing and published on the Settlement Website

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in chambers at Broward County, Florida, on this ____ day of _____, 2026.

HON. JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE

EXHIBIT 5
(FINAL APPROVAL ORDER)

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

DAVID BLACK, DAHLIA ROGERS,
MISHAEL WYLIE, individually, and
on behalf of all others similarly situated,

CASE NO. CACE-26-009568

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

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

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow and Mariya Weekes as Class Counsel; (5) appointed Analytics Consulting LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections to the Settlement and ____ Settlement Class Members opted-out of the Settlement;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (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 risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the 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.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Cash Payments pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

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

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(3) for only the purposes of the

Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were __ objections to the Settlement, and __ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

All individuals residing in the United States who were sent a notice from Defendant that their Private Information may have been accessed in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

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

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Class Counsel is awarded \$185,000 for attorneys' fees and costs. The Court evaluated Class Counsel's request, and concludes that amount is fair and within the range of reason. The attorneys' fees and costs shall be payable by the Defendant in accordance with the Agreement.

17. The Class Representatives shall be awarded Service Awards in the amount of \$1,500 each. The Service Awards shall be payable by the Defendant in accordance with the Agreement.

18. Pursuant to the terms of the Settlement, any residual funds associated with uncashed checks, failed or undeliverable electronic payments, rejected or invalid Claims, or any amounts otherwise not distributed to Settlement Class Members shall revert to Defendant, and no portion of such amounts shall be subject to cy pres, escheat, or any further distribution absent Defendant's written consent or a non-appealable court order expressly requiring otherwise.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement,

and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Broward County, Florida, this _____ day of _____, 2026.

HON. JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE

EXHIBIT B

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

DAVID BLACK, DAHLIA ROGERS, MISHAEL
WYLIE, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

Case No. CACE-26-009568

**JOINT DECLARATION OF CLASS COUNSEL
JEFF OSTROW AND MARIYA WEEKES**

Jeff Ostrow and Mariya Weekes hereby declare as follows:

1. We are counsel of record for Plaintiffs¹ and Class Counsel for the Settlement Class in the above-captioned Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Class Counsels' Application for Award of Attorneys' Fees, Costs, and Service Awards. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Kopelowitz Ostrow P.A. ("KO"), and Milberg, PLLC ("Milberg") are attached hereto as *Exhibits 1–2*.

2. As can be seen from the Firm Resumes, Class Counsel have extensive experience in litigation, certification, trial, and settlement of consumer class-actions, and data breach litigation specifically. There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. Class Counsel have recovered millions of dollars for the classes they represented in dozens of cases. In negotiating this Settlement, Class Counsel had the benefit of years of

¹ All terms capitalized herein have the same meanings as those in the Settlement Agreement ("Agreement").

experience and a familiarity with the facts of this Action as well as with other data breach cases. We are informed and believe Defendant's counsel is also highly experienced in this type of litigation.

3. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe that the proposed Settlement fairly resolves their respective differences.

4. Before filing the Complaint in this Action, in an effort to conserve resources for the benefit of those potentially impacted in the Data Incident, the Parties began discussing settlement.

5. Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals potentially impacted by the Data Incident, and the specific type of information potentially accessed.

6. Following the exchange of informal discovery, the Parties began arm's-length negotiations which lasted weeks.

7. Ultimately, the Parties agreed upon the material terms of the Settlement to resolve all claims on a classwide basis. The Settlement discussions were at arm's-length and contested and resulted in the Parties' agreement to settle the Action. Based upon Class Counsel's experience, this was an appropriate time to negotiate a classwide settlement.

8. The Parties then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, drafted the Notices and Claim Form, and ultimately signed the Settlement Agreement. Plaintiffs filed their Motion for Preliminary Approval on June 15, 2026, and the Court granted the motion on June 16, 2026.

9. The Parties' negotiations were principled and based on the Parties' assessments of

the strengths and weaknesses of their respective positions, and interpretations of the law relative to those positions.

10. Class Counsel believe the Settlement Class Member Benefits (which include a Cash Payment for Documented Losses of up to \$2,500.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident, an alternative Cash Payment in the amount of \$45.00 for Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, subject to a downward *pro rata* adjustment based on a \$40,000.00 cap for Cash Payment B – Alternate Cash, and Credit Monitoring) adequately compensate Settlement Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for the Settlement Class.

11. The timing of the Claim Process was structured to ensure that all Settlement Class Members had adequate time to review the terms of the Settlement, compile documents supporting their Claims, and decide whether to submit a Claim or to opt-out of or object to the Settlement.

12. While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action, which include Defendant's potential success in (i) moving for dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment.

13. While Plaintiffs dispute Defendant's arguments in defense of Plaintiffs' claims for relief, it was unclear how the arguments would be resolved. Thus, there was a substantial risk that Settlement Class Members could receive nothing at all.

14. The risk of establishing damages in this Action was not insignificant. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.

15. Moreover, even if a class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

16. The Settlement offers Settlement Class Member Benefits that favorably compare with similar data breach class actions.

17. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial, and confirms Defendant's Security Commitments to undertake security measures to protect Settlement Class Members' data that may remain in its possession, which costs will be paid by Defendant separate and in addition to the other Settlement Class Member Benefits made available under the Agreement.

18. Class Counsel vigorously litigated this Action, and based our investigation into this Action and our experience with and knowledge of the law and procedure governing the claims of Plaintiffs and the Settlement Class, it is our belief that the Settlement is in the Settlement Class's best interest.

19. Indeed, the Settlement is an excellent result, given the complexity of the Action and the significant barriers that would loom in the absence of resolution.

20. The Settlement Class fully endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out of or object to

the Settlement. As of August 26, 2026, no Settlement Class Member objected to the Settlement and no Settlement Class Members have requested to opt-out.

21. In sum, the Settlement is fair, reasonable, and adequate given Defendant's defenses and the challenging and unpredictable path of litigation Plaintiffs would have faced absent the Settlement. The Action settled after a thorough exchange of informal discovery. Based upon Class Counsel's experience, this was an appropriate and efficient time to negotiate a classwide settlement.

22. The Settlement provides for a reasonable Service Award to each of the five Class Representatives in the amount of \$1,500.00, each, subject to approval by the Court. The Service Awards are to be paid by the Defendant separate and apart from the Settlement Class Member Benefits.

23. The Service Awards are meant to compensate Class Representatives for their efforts on behalf of the Settlement Class, which includes maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and answering Class Counsel's many questions.

24. The Class Representatives have expended substantial time and effort and took on significant risks for the benefit of the Settlement Class as a whole, assuming a burden out of proportion to their individual stakes in the matter. They zealously litigated their claims and secured substantial relief, and have no interests antagonistic to the Settlement Class.

25. The Settlement Agreement also provides for an award of attorneys' fees of up to \$185,000.00, including reasonable costs, and Service Awards of \$1,500.00. These terms were negotiated only after the substantive terms of the Settlement had been agreed upon, and is subject

to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the requested fee. Payment of attorneys' fees and costs will not impact the amount paid to Settlement Class Members who claim a Cash Payment, nor will it impact the Credit Monitoring.

26. The As of the date of the filing of the Motion for Final Approval, Class Counsel has received no objections to the proposed attorneys' fees, costs, or Service Awards (the amounts of which were made known to the Settlement Class via the Court-approved Notice Program).

27. Class Counsel prosecuted this Action on a purely contingent basis. As such, Class Counsel have not received any compensation for their extensive efforts or been reimbursed for litigation costs incurred, and have assumed a significant risk of nonpayment or underpayment. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

28. This matter has required Class Counsel to spend considerable time on this Action that could have been spent on other matters. At various times during this Action's litigation, it has consumed significant amounts of Class Counsel's time.

29. Class Counsel's work on this Action includes investigating the cause and effects of alleged unlawful sharing of Plaintiffs' and Settlement Class Members' Private Information; interviewing potential clients; evaluating potential class representatives; assessing the merits of the Action before filing the complaints; conducting legal research; drafting the pleadings, the Settlement term sheet, the Agreement, the Notice, and the Motion for Preliminary Approval; communicating with Defendant's Counsel; preparing document and information requests for Defendant as part of informal discovery; reviewing and analyzing Defendant's informal discovery responses; engaging in extensive settlement negotiations with Defendant; and providing updates

to and handling questions from our Class Representatives. Class Counsel were mindful to avoid duplicative efforts among themselves.

30. The total lodestar of all the law firms that worked on this Action, through August 26, 2026 is \$95,497.70.

31. Additionally, counsel have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of this Action (*e.g.*, filing fees, service of process fees, mediation fees), totaling \$13,065.17.

32. Class Counsel's request for \$185,000.00 in attorneys' fees results in a multiplier of approximately 1.80 net of costs.

33. The total hours Class Counsel has spent litigation the Action to date do not include an estimated 25 hours that Class Counsel will spend in preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. These additional hours will result in an even lower multiplier.

34. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. The financial risks borne by Class Counsel fully support the fee requested.

35. Class Counsel and the Plaintiffs have had a relationship since before filing the Complaint in the Action and will continue to work with one another for a few more months, including time after Final Approval. The investigation, prosecution, and settlement of this Action has required a substantial amount of Class Counsel's time and effort. Class Counsel spent significant time working with the Plaintiffs—investigating the Action and keeping them informed of the progress of the Action.

36. The time spent on this Action could otherwise have been spent on other fee-

generating work. Because Class Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

37. If not devoted to litigating this Action, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on this Action could and would have been spent pursuing other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation.

38. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data privacy matters, and the state of data privacy law. Therefore, despite Class Counsel's devotion to the Action and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

39. These hourly rates for the attorneys and their staff are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. Courts around the country have approved these rates.

40. Continuing through today, Class Counsel has continued to work with Defendant and the Settlement Administrator regarding Claims administration and processing as well as answering questions from Settlement Class members about the Settlement and the process.

41. Resolution of 7,552 claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. Class Counsel is unaware of any other

litigation against Defendant arising from Data Incident. It is desirable to litigate the claims in the Broward County Circuit Court given Defendant's location, and manageability is not a concern here.

42. Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.

43. Class Counsel believe the Settlement is favorable for the Settlement Class. It is our well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate.

* * * * *

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 28th day of August 2026.

/s/ Jeff Ostrow
Jeff Ostrow

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Coral Gables, Florida on this 28th day of August 2026.

/s/ Mariya Weekes
Mariya Weekes

EXHIBIT 1



FIRM RESUME

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OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

FINANCIAL INSTITUTIONS

CLASS ACTION AND MASS TORTS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million

In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million

In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.

In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

In Re: AT&T Inc Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - \$177 million
McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz, et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

CONSUMER PROTECTION

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

MASS TORT

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

COURTNEY MACCARONE

Partner

Bar Admissions

New York

New Jersey

Court Admissions

U.S. District Court, Southern District of New York

U.S. District Court, Eastern District of New York

U.S. District Court, District of New Jersey

U.S. District Court, District of Colorado

Education

Brooklyn Law School, J.D., *magna cum laude* – 2011

New York University, B.A., *magna cum laude* – 2008

Email: maccarone@kolawyers.com

Courtney Maccarone is a New York-based Partner of Kopelowitz Ostrow P.A. Ms. Maccarone became a class action attorney to advocate for individuals who might otherwise have no voice or recourse against powerful corporations, and she has devoted her entire legal career to representing consumers. Since graduating from law school in 2011, she has focused exclusively on prosecuting consumer class actions, advocating for consumer rights in state and federal courts across the country, with a particular focus on cases relating to data privacy, deceptive and unfair trade practices, and defective products.

Ms. Maccarone attended New York University where she received her Bachelor's degree, *magna cum laude*, in 2008. She received her law degree from Brooklyn Law School, *magna cum laude*, in 2011. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society.

Ms. Maccarone has been recognized as a Super Lawyer "Rising Star" for the New York Metro area each year since 2014.

Ms. Maccarone lives on Long Island with her husband, two children, and rambunctious golden retriever.

EXHIBIT 2



MILBERG.

FIRM RESUME



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation



MARIYA WEEKES
Partner

Mariya Weekes is a partner at the international plaintiffs' class action firm Milberg, PLLC ("Milberg"). Since Milberg's founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over \$50 billion in verdicts and settlements.¹ Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.² The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg is recognized as having one of the most respected data privacy practice groups in the United States, having been ranked by Chambers and Partners as Band 3 for Privacy & Data Security Litigation (2024). Law360 recently highlighted Milberg's work in the privacy space. Milberg has more than 100 attorneys on staff and has offices across the United States and the European Union.

Ms. Weekes is a former Florida State Circuit Court Judge, elected to the bench by her constituents. As a Florida Circuit Court Judge, she presided over thousands of complex cases, hundreds of trials, and motions. In her capacity as a Circuit Court Judge, she served on the Circuit's appellate panels reviewing appeals from the lower trial Courts and administrative agencies. Before

¹ See, e.g., *In re Tyco International Ltd., Securities Litigation*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Insurance Co. Sales Practice Litigation*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

² See <https://milberg.com/precedent-setting-decisions/page/3/>.

ascending to the bench, she practiced as a trial lawyer representing individuals and corporations in complex cases throughout the State of Florida. As a practicing attorney, she has personally tried dozens of jury trials to verdict and has participated in many significant cases. Both as a civil trial lawyer and former prosecutor, she has handled complex cases from their inception through appeal.

After stepping down from the bench, Ms. Weekes joined Milberg's Cybersecurity and Data Privacy Group, which has extensive experience serving as leadership in numerous privacy class actions, including as lead or co-lead counsel in the largest data breaches in the country. *See, e.g., In Re: Hot Topic Data Breach Litigation*, No. 2:24-cv-9215-MEMF-AS (C.D. Cal.) (Ms. Weekes appointed co-lead counsel in a consolidated action involving more than 57 million customers); *In re Meta Android Privacy Litigation.*, No. 3:25-cv-04674-RFL (N.D. Ca.) (Ms. Weekes appointed as Co-Lead Counsel in a consolidated action involving millions of Google's android users); *In Re: LoanCare Data Security Breach Litig.*, No. 3:23-cv-1508-MMH-MCR (M.D. Fla.) (where Ms. Weekes was appointed co-lead counsel in a consolidated action involving more than 1.3 million consumers); *In re SitusAMC Holdings Corporation Data Breach Litigation*, No. 1:25-cv-9748 (S.D. NY) (Ms. Weekes appointed as Co-Lead counsel in a consolidated action involving over 5 million customers); *In Re: Berry, Dunn, McNeil & Parker Data Security Incident Litigation.*, No. 2:24-cv-00146 (D. Maine) (Ms. Weekes was appointed to the executive committee in a consolidated action involving 1.1 million consumers); *Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 24-cv-1876 (E.D. Penn.) (Ms. Weekes was appointed chair of the Plaintiffs' Executive Committee in a consolidated action involving more than 1.9 million consumers); *Morrison et al. v. Family Dollar Stores, LLC, et al.*, 0:24-cv-60294-AHS (S.D.Fl.) (Ms. Weekes was appointed as co-lead counsel in a consolidated consumer protection class action involving adulterated medications impacting thousands of consumers across 19 States); *Javid et al.*

v. Finsatra Technology, Inc., No. 6:25-cv-1284-PGB-DCI (M.D. Fla.) (Ms. Weekes appointed Co-Lead Counsel in a consolidated action involving over 800,000 customers); *In Re ConnectonCall.com Data Breach Litigation*, Case No. 2:24-cv-08790-SJB-JMW (E.D. NY) (Ms. Weekes appointed Interim Co-Lead Counsel); *Zayatz v. Akumin Operating Corp.*, Case No. 0:24-cv-62439-RS (S.D. FL) (Ms. Weekes appointed Interim Co-Lead Counsel); *Owings v. Medusind, Inc.*, 1:25-cv-20117-RAR (S.D. FL) (Ms. Weekes appointed interim co-lead counsel); *W. v. LivaNova USA, Inc.*, Case No. 4:24-cv-02250 (S.D. Tex.) (Ms. Weekes was appointed Interim Co-Lead Counsel); *In re Coastal Orthopedics & Sports Medicine of Southwest Florida Data Breach Litig.*, Case No. 2024-CA-1078AX (12th Judic. Circ. Ct. of Fla., Manatee Cnty) (Ms. Weekes was appointed Interim Class Counsel); *Lomedico v. MarineMax, Inc.*, Case No. 8:24-cv-1784-MSS-AEP (M.D. Fla.) (appointed joint Interim Class Counsel); *In re TRC Staffing Services, Inc. Data Breach Litig.*, Case No. 1:24-cv-02398-VMC (N.D. Ga.) (Ms. Weekes was appointed co-lead counsel); *Lepore et al v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24 (Ms. Weekes was appointed Interim Class Counsel); *Owens et al v. MGM Resorts International, et al.*, Case No. 2:23-cv-01480-RFB-MDC (D. Nev.) (Ms. Weekes was appointed to Plaintiffs' Steering Committee); *Mckinley v. Doxim, Inc.* Case No. 2:24-cv-11550-TGB-CI (E.D. Mich.) (Ms. Weekes was appointed co-lead counsel); *Cucuta v. FloridaCentral Credit Union*, Case No. 24-CA-006065 (Hillsborough County, FL.) (Ms. Weekes was appointed co-lead counsel).; *In re: MoveIt Customer Data Security Breach Litigation*, 1:23-md-03083 (D. Mass.) (where Milberg was appointed to the leadership committee in multi-district litigation involving a data breach that impacted more than 95 million consumers).³ Milberg's Cybersecurity and Data Privacy Group is

³ See, also *Morrill v. Lakeview Loan Servicing, LLC*, Case No. 1:22-cv-20955-DPG (S.D. Fla.) (where Milberg is appointed to the leadership committee in a data breach class action involving 6 million consumers); *Sherwood v. Horizon Actuarial Services, LLC*, Case No. 1:22-cv-01495-ELR

largely responsible for developing the favorable case law that many plaintiffs rely on in the data breach space. *See e.g., Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023) (Milberg attorneys obtained a decision from the First Circuit reversing the dismissal with prejudice of a data breach case and finding Article III standing); *In re Arthur J. Gallagher Data Breach Litig.*, 631 F. Supp. 3d 573, 586 (N.D. Ill. 2022) (Milberg attorneys largely defeated a motion to dismiss in a data breach case involving 3 million consumers); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JMC, 2021 WL 2718439, at *1 (D.S.C. July 1, 2021) (Milberg attorneys defeated a standing challenge in a 10 million person data breach case).

(N.D. Ga.) (where Milberg is court-appointed co-lead counsel in a data breach class action involving 4 million consumers).

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



EXHIBIT C

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

DAVID BLACK, DAHLIA ROGERS,
MISHAEL WYLIE, individually, and
on behalf of all others similarly situated,

CASE NO. CACE-26-009568

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

DECLARATION OF SETTLEMENT ADMINISTRATOR REGARDING NOTICE

I, Kari L. Schmidt, state as follows:

1. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter “Analytics”), the Court-approved Settlement Administrator in this Action. Analytics is located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

2. Analytics’ clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution of funds.

3. In my capacity as Project Manager, I count among my duties responsibility for matters relating to the settlement administration for the above-captioned litigation.

4. Analytics has been engaged in this matter, and approved by the Court, to provide settlement administration services pursuant to the Settlement Agreement and the Court's Preliminary Approval Order.

Notice of Proposed Class Action Settlement

5. On or about July 7, 2026, Analytics received Settlement Class Member data. The data included files containing 7,801 records of names and addresses of Settlement Class Members. Of these, 249 were identified as duplicate records and removed from the population, leaving 7,552 unique Settlement Class Member records. The initial data file also included Social Security numbers for 6,668 of the 7,552 unique Settlement Class Members.

6. On or about July 15, 2026, Analytics received a supplemental Class Member data file. The data contained an additional 574 records of names and addresses of Settlement Class Members. Of these, six (6) were identified as duplicate records, leaving 568 unique Settlement Class records. A further 53 records had no Social Security number or mailing address on file, leaving 515 unique Settlement Class Members with valid mailing addresses. The supplemental data file also included Social Security numbers for 513 of the 515 unique Settlement Class Members.

7. In total, Analytics received records for 8,120 unique Settlement Class Members, 8,067 of which have a valid mailing address on file. Of these, 7,181 have a Social Security number on file.

8. Analytics then cross-referenced the Settlement Class Member addresses with the United States Postal Service National Change of Address database. The Class list was updated with any new addresses that were identified.

9. After updating the relevant addresses, on July 17, 2026, Analytics mailed the Court-approved Postcard Notice of Class Action Settlement ("Postcard Notice") to 8,067 Settlement Class

Members, 7,552 from the initial mailing and 515 from the supplemental mailing. The Postcard Notice advised Settlement Class Members of their rights to submit a claim, request exclusion, object to the Settlement, or do nothing, and the implications of each action. Each of the 8,067 Postcard Notices also included a unique enrollment code for one year of credit monitoring services.

10. Consistent with the Settlement Agreement, Analytics established the Settlement Website, www.ZenithDataIncidentSettlement.com, where Settlement Class Members could obtain copies of the Settlement Agreement and Release, Long Form Notice, Postcard Notice, Claim Form, and the Court's Preliminary Approval Order. The Settlement Website also permitted Settlement Class Members to submit a claim form. True and correct copies of the Long Form Notice, Postcard Notice, and Claim Form are attached herein as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively.

11. Through the date of this Declaration, the Settlement Website has tracked a total of 409 unique users who registered 746 page views.

12. Analytics also established a toll-free phone number of (1-866-455-1359) and a dedicated email box (ZenithDataIncidentSettlement@noticeadministrator.com) to receive and respond to Settlement Class Member inquiries. The phone number and email address were included in the Class Notice.

13. Through the date of this Declaration, 43 Notices were returned to Analytics by the U.S. Postal Service with a forwarding address. Analytics updated the Class List with the forwarding address and processed a re-mail of the Notice to the updated addresses.

14. Through the date of this Declaration, 670 Notices were returned to Analytics by the U.S. Postal Service without a forwarding address. In response, Analytics conducted skip-tracing efforts using commercially reasonable methods to ascertain a valid address for the affected Settlement Class Members. As a result of these efforts, 337 new addresses were identified for Settlement Class Members. Analytics

subsequently updated the Class list with these new addresses and re-mailed the Notice to each of those addresses.

15. Based on these efforts, Analytics estimates that at least 7,734 Class Members (approximately 95.2% of the total of 8,120 Settlement Class Members) successfully received direct mailed notice in this case. The Federal Judicial Center, in Judge's Class Action Notice and Claims Process Checklist and Plain Language Guide, notes 70% as a "high" percentage for notice delivery. Notice was successfully delivered to 95.2% of the Settlement Class, far exceeding this threshold.

Response to Class Notice

16. The deadline to object or request exclusion from the Settlement is September 11, 2026. To date, Analytics has received zero (0) requests for exclusion and zero (0) objections.

17. The deadline for Settlement Class Members to submit a claim for Settlement Benefits is September 25, 2026. To date, Analytics has received 753 claim forms submitted by Settlement Class Members, all claiming the Cash Payment B benefit, representing a claims rate of 9.27%.

18. Of the 753 Claim Forms, 118 claims have been deemed ineligible for Cash Payment B because the Class Member data indicated that there were no Social Security numbers on file for these Class Members to potentially be disclosed in the Data Incident.

19. Of the 753 Claim Forms, 635 claims have been deemed eligible for Cash Payment B, because the Class Member data listed Social Security numbers for these Class Members that may have been disclosed in the Data Incident. Of the 635 Cash Payment B eligible claims, 604 claims have been determined to be valid, resulting in a valid claims rate of 7.44%.

20. Thus far, 31 of the 635 Cash Payment B eligible claims have been determined to be wholly deficient. Three (3) Claim Forms were not signed, and an additional 28 Claim Forms were signed under a name other than the Class Member. These 31 claims are going through the deficiency process.

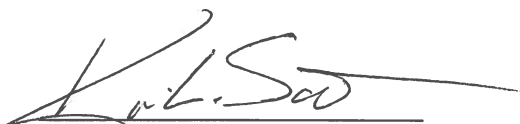
21. The deadline for Settlement Class Members to submit a claim is September 25, 2026. Analytics continues to receive and review claims submitted by Settlement Class Members.

22. Analytics agreed to be the Claims Administrator in exchange for payment of its fees and out-of-pocket costs. Expenses for work performed with respect to the provision of notice and administration of the Settlement, accrued to date, are \$16,321.00.

23. In my experience, the Notice Program is consistent with other notice plans for class action settlements, including in data breach cases, is reasonable under the circumstances of this case and has been designed to satisfy Due Process. In particular, the Notice Program schedule provided sufficient time to deliver full and proper notice to Settlement Class Members before the Opt-Out Deadline, Objection Deadline, and Claim Form Deadline.

I declare under penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: August 27, 2026

A handwritten signature in black ink, appearing to read "K. L. Schmidt", written over a horizontal line.

Kari L. Schmidt

EXHIBIT A

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Zenith American Solutions, Inc. Notified You Of A Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.

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

A court authorized this Notice.

This Notice summarizes the proposed settlement reached in a lawsuit entitled *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568 pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the “Lawsuit” or “Action”). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.ZenithDataIncidentSettlement.com or by contacting the Settlement Administrator at (866) 455-1359.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits available to the Settlement Class.

This Notice may affect your rights – please read it carefully.

- A Settlement has been reached in the class action lawsuit against Zenith American Solutions, Inc. (“Zenith” or “Defendant”). The Lawsuit alleges that Zenith was the victim of a data security incident, discovered on or about September 6, 2024, involving unauthorized access to a single employee email account, as a result of which certain files containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by an unauthorized third party (the “Data Incident”). Zenith denies any wrongdoing, and the Settlement is not an admission of wrongdoing or an indication that Zenith violated any laws. The Court has not decided who is right.
- If you received this Notice, you have been identified as part of the Settlement Class. The Settlement Class is made up of all individuals residing in the United States who were sent a notice from Zenith that their Private Information may have been accessed in the Data Incident. Some limited exclusions apply and are described in Question 1 below.
- Under the Settlement, Settlement Class Members who submit a Valid Claim may elect either of the following Cash Payments: (a) **Cash Payment A – Documented Losses:** up to \$2,500.00 for documented, unreimbursed losses relating to fraud and/or identity theft as a result of the Data Incident; or (b) **Cash Payment B – Alternate Cash:** a \$45.00 cash payment, available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, subject to an aggregate cap of \$40,000.00 (with *pro rata* reduction if claims exceed the cap).
- In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete credit monitoring by using the activation code provided on their Postcard Notice. **No Claim Form is required to receive Credit Monitoring.**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	You must submit a valid Claim Form to get a Cash Payment from this Settlement. Claim Forms must be submitted online or, if mailed, postmarked no later than SEPTEMBER 25, 2026 . You do not need to submit a Claim Form to receive Credit Monitoring; an activation code is provided on your Postcard Notice.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue about the claims in this case and you will not get a Cash Payment.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue Zenith American Solutions, Inc. about the claims in this Lawsuit. Your request to exclude yourself must be postmarked no later than SEPTEMBER 11, 2026 .
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be filed with the Court and mailed no later than SEPTEMBER 11, 2026 .
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 19 for more details. The Final Approval Hearing is scheduled for OCTOBER 12, 2026 , at 9:30 a.m. at Broward County Courthouse, 201 SE 6th Street, Courtroom WW16150, Fort Lauderdale, FL 33301.

WHAT THIS NOTICE CONTAINS

Basic Information

- How do I know if I am affected by the Lawsuit and Settlement?
- What is this case about?
- Why is there a Settlement?
- Why is this a class action?
- How do I know if I am included in the Settlement?

The Settlement Benefits

- What does this Settlement provide?
- How do I submit a Claim?
- What am I giving up as part of the Settlement?
- Will the Class Representatives receive compensation?

Excluding Yourself

- How do I exclude myself from the Settlement?
- If I do not exclude myself, can I sue later?
- What happens if I do nothing at all?

The Lawyers Representing You

- Do I have a lawyer in the case?
- How will the lawyers be paid?

Objecting to the Settlement

- How do I tell the Court that I do not like the Settlement?
- What is the difference between objecting and asking to be excluded?

The Final Approval Hearing

- When and where will the Court decide whether to approve the Settlement?
- Do I have to come to the hearing?
- May I speak at the hearing?

Do Nothing

- What happens if I do nothing?

Get More Information

- How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are an individual residing in the United States who was sent a notice from Zenith American Solutions, Inc. that your Private Information may have been accessed in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

2. What is this case about?

This case is known as *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568, pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The people who sued, David Black, Dahlia Rogers, and Mishael Wylie, are called the "Plaintiffs," and the company being sued, Zenith American Solutions, Inc., is called the "Defendant."

Zenith provides benefit administration services to health plans, Taft-Hartley funds, and other organizations. In the regular course of its business, Zenith collects and maintains individuals' Private Information. On September 6, 2024, Zenith discovered that an unauthorized third party had gained access to a single employee email account and began an investigation. As a result of the investigation, Zenith determined that certain files within that email account containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by a third party. The categories of information that may have been involved include, as applicable to a given Settlement Class Member, name, date of birth, Social Security number, birth certificate, marriage certificate, and/or financial account information. On or about January 30, 2025, Zenith sent notification letters to potentially impacted individuals.

Plaintiffs filed the Lawsuit on behalf of themselves and all others similarly situated, alleging claims against Defendant for negligence, negligence per se, breach of implied contract, invasion of privacy, and unjust enrichment relating to the Data Incident. Defendant denies any wrongdoing and denies the claims alleged in the Lawsuit. The Court has not decided in favor of the Plaintiffs or the Defendant.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, risk, delay, disruption, and uncertainty of continued litigation. The Plaintiffs, the Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiffs or the Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.ZenithDataIncidentSettlement.com.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you are an individual residing in the United States who was sent a notice from Zenith that your Private Information may have been accessed in the Data Incident, and you are not within one of the exclusions described in Question 1. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.ZenithDataIncidentSettlement.com, call toll-free at (866) 455-1359, or write to:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen, MN 55317-2006

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members. Settlement Class Members who submit a Valid Claim must choose **either** Cash Payment A or Cash Payment B — not both.

Cash Payment A – Documented Losses: All Settlement Class Members are eligible to submit a Claim for up to \$2,500.00 per Settlement Class Member upon presentation of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To qualify: (i) the loss must be an actual, documented, and unreimbursed monetary loss; (ii) the loss must have been more likely than not caused by the Data Incident; and (iii) the loss must have been incurred after the date of the Data Incident. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted documentation. Settlement Class Members will not be reimbursed for expenses that have been reimbursed by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If you do not submit reasonable documentation supporting a loss, or your Claim is rejected and you fail to cure it, your timely Claim will be treated as if you elected Cash Payment B.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive a cash payment of \$45.00. No documentation is required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Defendant will not be liable for more than \$40,000.00 in total for Cash Payment B; if Valid Claims for Cash Payment B exceed \$40,000.00, the amount of each payment will be reduced on a *pro rata* basis. A Settlement Class Member who elects Cash Payment B may not also submit a claim for Cash Payment A.

Credit Monitoring: In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete by using the activation code provided on their Postcard Notice. Settlement Class Members may activate this benefit directly through CyEx using that code. **No Claim Form submission is required to receive Credit Monitoring.**

Defendant will also pay all Settlement Administration Costs and any Court-awarded attorneys' fees, costs, and Service Awards, separate from and in addition to the Settlement Class Member Benefits described above.

7. How do I submit a Claim?

You must submit a Claim Form to get a Cash Payment from the proposed Settlement. All Claims will be reviewed by the Settlement Administrator. Claim Forms must be submitted online at www.ZenithDataIncidentSettlement.com by 11:59 p.m. Eastern time on **SEPTEMBER 25, 2026**, or mailed to the Settlement Administrator and postmarked no later than **SEPTEMBER 25, 2026**. You can submit an online Claim Form or download a Claim Form at www.ZenithDataIncidentSettlement.com, or you can call the Settlement Administrator toll-free at (866) 455-1359 to have a Claim Form mailed to you. A tear-off Claim Form is also attached to the Postcard Notice.

Your Claim Form must be fully and truthfully completed and signed (physically or by e-signature) by you personally, subject to the penalty of perjury. The Settlement Administrator may require additional information to validate your Claim. If your Claim is incomplete, the Settlement Administrator may send you a Notice of Deficiency; you will have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent, whichever is later, to provide the required information.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but upon the Effective Date you (and the other Releasing Parties) will fully, finally, and forever release, acquit, relinquish, and completely discharge the Released Parties from any and all Released Claims. "Released Claims" means:

any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, regulatory, or common law, or any other law, rule, or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, the Data Incident, the allegations in the Action, the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act that were or could have been alleged in the Action, including but not limited to any claims that were asserted or could have been asserted in the Action; provided, however, that Released Claims do not include claims to enforce the Settlement Agreement or claims for personal bodily injury unrelated to the Data Incident.

“Released Parties” means:

Defendant and each entity that is controlled by, controlling, or under common control with Defendant, and each of their respective past, present, and future direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, investors, owners, shareholders, members, partners, insurers, reinsurers, excess insurers, officers, directors, employees, agents, servants, representatives, administrators, fiduciaries, trustees, attorneys, accountants, auditors, consultants, vendors, contractors, and any employee benefit plans administered by or on behalf of Defendant, together with each of their respective heirs, executors, administrators, and legal representatives.

The Released Claims include, but are not limited to, any state law or common law claims arising out of or relating to the Data Incident, such as claims under the Florida Information Protection Act, Fla. Stat. § 501.171, the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.*, or any other applicable federal, state, or local statute, regulation, or common law. The Settlement Agreement, which includes all provisions and definitions concerning the settled claims, the Releases, and the Released Parties, is available at www.ZenithDataIncidentSettlement.com.

The only way to keep your right to sue is to exclude yourself (*see* Question 10); otherwise, you will be included in the Settlement Class and, if the Settlement is approved, you give up the right to sue for the claims this Settlement resolves.

9. Will the Class Representatives receive compensation?

Class Counsel, on behalf of the Class Representatives (Plaintiffs David Black, Dahlia Rogers, and Mishael Wylie), may seek Service Awards of up to \$1,500.00 each, subject to Court approval. Service Awards are paid by Defendant separate from the Settlement Class Member Benefits. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDING YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than **SEPTEMBER 11, 2026**. The opt-out request must be personally signed by you and contain your name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted.

Your written request for exclusion must be postmarked no later than **SEPTEMBER 11, 2026** and mailed to:

Zenith Data Incident Settlement
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen MN 55317-2006

If you exclude yourself, you will not be able to receive any Cash Payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, upon the Effective Date you forever give up the right to sue the Released Parties (described in Question 8) for the claims this Settlement resolves. Any Settlement Class Member who does not timely and validly request to opt-out will be bound by the terms of the Settlement even if that Settlement Class Member does not submit a Valid Claim.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it. You will not get a Cash Payment from the Settlement, and you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against the Released Parties (described in Question 8) about the settled claims in this case at any time. You will, however, remain entitled to activate the Credit Monitoring using the code provided on your Postcard Notice.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has been asked to appoint Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC as “Class Counsel” to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, and you may enter an appearance through your own attorney.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and costs of \$185,000, to be paid by or on behalf of Defendant separate from Defendant’s obligation to pay the Settlement Administration Costs and the Settlement Class Member Benefits. The Application for Attorneys’ Fees, Costs, and Service Awards will be posted on the Settlement Website, www.ZenithDataIncidentSettlement.com, before the Final Approval Hearing. The Court will make the final decision as to the amounts to be paid and may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself, you may object to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator, no later than **SEPTEMBER 11, 2026**. For an objection to be considered by the Court, the objection must set forth:

- The objector’s full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- The number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

- The identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- The objector's signature (an attorney's signature is not sufficient).

Objections must be filed with the Court at:

Clerk of Court
17th Judicial Circuit
Broward County, Florida
201 SE 6th Street
Fort Lauderdale, FL 33301

and mailed to each of the following:

Class Counsel	Defense Counsel	Settlement Administrator
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes MILBERG PLLC 333 SE 2nd Avenue Suite 2000 Miami, FL 33131	Allen Sattler CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 2029 Century Park East, Suite 1100 Los Angeles, CA 90067 Rob Yang CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 601 Montgomery Street Suite 350 San Francisco, CA 94111	Zenith Data Incident Settlement c/o Analytics Consulting LLC PO Box 2006 Chanhassen, MN 55317-2006

An objection submitted by mail is deemed submitted when posted if received with a postmark date on the envelope, if mailed first-class postage prepaid and properly addressed. An objection submitted by private courier (e.g., Federal Express) is deemed submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who fails to comply with each and every requirement for objections will waive and forfeit any and all rights to appear separately and/or to object, and will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement, and the objection will be overruled for lack of standing.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on October 12, 2026, at 9:30 a.m. at Broward County Courthouse, 201 SE 6th Street, Courtroom WW16150, Fort Lauderdale, FL 33301. The hearing may be moved to a different date or time without additional notice to the Settlement Class, so it is recommended that you periodically check www.ZenithDataIncidentSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Application for Attorneys' Fees, Costs, and Service Awards.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes, in the Court's discretion. The Court may hear argument at the Final Approval Hearing from Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector submitted a timely objection that meets all of the requirements listed in Question 15, including the statement confirming whether the objector intends to personally appear and/or testify at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get a Cash Payment from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Parties described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This Notice is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Preliminary Approval Order, the Long Form Notice, the Claim Form, the Motion for Final Approval, and the Application for Attorneys' Fees, Costs, and Service Awards, please visit www.ZenithDataIncidentSettlement.com or call (866) 455-1359. You may also contact the Settlement Administrator at:

Zenith Data Incident Settlement
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen MN 55317-2006

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, THE DEFENDANT, OR DEFENDANT'S COUNSEL.

EXHIBIT B

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 28 CHANHASSEN MN

POSTAGE WILL BE PAID BY ADDRESSEE

Zenith Data Incident Settlement
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen, MN 55317-9800



THIS NOTICE IS ONLY A SUMMARY. VISIT WWW.ZENITHDATAINCIDENTSETTLEMENT.COM
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

Why am I receiving this notice? A Settlement has been reached in a class action lawsuit filed against Zenith American Solutions, Inc. ("Zenith" or "Defendant") regarding a data security incident, discovered on or about September 6, 2024, involving unauthorized access to a single employee email account, as a result of which certain files containing Private Information may have been accessed or acquired by an unauthorized third party (the "Data Incident"). The Parties entered into an agreement to settle the lawsuit, without admission of liability or wrongdoing, to avoid the risks, costs, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at WWW.ZENITHDATAINCIDENTSETTLEMENT.COM.

Who is included in the Settlement? In the lawsuit *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568, 17th Judicial Circuit, Broward County, Florida, you are a Settlement Class Member if you are an individual residing in the United States who was sent a notice from Zenith that your Private Information may have been accessed in the Data Incident.

What are the Settlement benefits? Settlement Class Members who submit a Valid Claim may elect either: (a) Cash Payment A – Documented Losses of up to \$2,500.00 for documented, unreimbursed losses relating to fraud and/or identity theft incurred as a result of the Data Incident; or (b) Cash Payment B – Alternate Cash Payment of \$45.00, available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident (subject to a \$40,000.00 aggregate cap and proportionate reduction if the cap is reached). In addition, all Settlement Class Members are entitled to one year of CyEX Financial Shield Complete credit monitoring — no Claim Form is required — by activating directly through CyEX the code printed on the front of this notice at <http://app.financialshield.com/enrollment/activate/zenith>.

How do I receive a benefit? To claim the Cash Payment B – Alternate Cash Payment, simply complete the attached Claim Form, tear at the perforation, and return by U.S. Mail. To claim Cash Payment A – Documented Losses, or to submit all other claims, visit WWW.ZENITHDATAINCIDENTSETTLEMENT.COM or call (866) 455-1359. Claims must be submitted online or postmarked by **SEPTEMBER 25, 2026**.

Who represents me? The Court has been asked to appoint Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Millberg PLLC to represent the Settlement Class ("Class Counsel").

What if I don't want to participate in the Settlement? You may exclude yourself from the Settlement and retain your ability to sue Defendant on your own by mailing a written request to opt-out postmarked no later than **SEPTEMBER 11, 2026**. If you exclude yourself, you cannot get any Cash Payment from this Settlement. If you do not exclude yourself, you have the right to object to the Settlement. Objections must be filed with the Court and mailed no later than **SEPTEMBER 11, 2026**. The Long Form Notice and Settlement Agreement, available at WWW.ZENITHDATAINCIDENTSETTLEMENT.COM, explain how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **OCTOBER 12, 2026**, at 9:30 a.m. to consider whether to approve the Settlement. The Court will also consider Class Counsel's application for attorneys' fees and costs of \$185,000.00 and Service Awards of up to \$1,500.00 for each Class Representative. You may attend the hearing at your own cost, but you do not have to.

JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

ZENITH DATA INCIDENT SETTLEMENT
*Complete this Claim Form, tear at perforation, and return by
U.S. Mail, postmarked no later than **SEPTEMBER 25, 2026**.*

Notice ID: 1111111
PIN: abc123\$%

Only one Claim Form per Class Member.

To submit a claim for **Cash Payment A** for up to \$2,500.00 in documented, unreimbursed losses relating to fraud and/or identity theft as a result of the Data Incident, please visit www.ZenithDataIncidentSettlement.com.

To submit a claim for **Cash Payment B - Alternate Cash Payment**, you may complete and return this postcard or visit the Settlement website at www.ZenithDataIncidentSettlement.com.

☐ Check this box if you would like to receive the \$45.00 Cash Payment B - Alternate Cash Payment

Updated Address (if different from above): _____

Email Address (used for Payment Selection): _____

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid. I understand my claim, even if approved, may be reduced based on availability of funds.

Signature _____

Printed Name _____

Date _____

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

ABC1234567890



Credit Monitoring Activation Code: 0000000000

ANYTOWN, ST 12345

123 MAIN ST

JOHN Q CLASSMEMBER



ABC1234567890

Notice ID: 1111111 - PIN: aib@c#d\$

Postal Service: Please Do Not Mark Barcode

Chanhassen, MN 55317-2006

PO Box 2006

c/o Analytics Consulting LLC

Zenith Data Incident Settlement

A court authorized this Notice.
This is not a solicitation from a lawyer.
For complete information about
the Settlement, including how to
submit a Claim Form, exclude
yourself from the Settlement, or
object to the Settlement, visit
www.ZenithDataIncidentSettlement.com
or call toll-free (866) 455-1359.

You were identified by Zenith
American Solutions, Inc. as
having Private Information
potentially impacted by a
Data Incident. A class action
settlement may affect your
rights and you may be entitled
to receive benefits from a class
action settlement.

*David Black, et al. v. Zenith American
Solutions, Inc., Case No. CACE-26-009568
(Fla. Cir. Ct., Broward Cnty.)*

EXHIBIT C

Your claim must
be submitted
online or
postmarked by:
**SEPTEMBER 25,
2026**

CLAIM FORM FOR
ZENITH DATA INCIDENT SETTLEMENT

David Black, et al. v. Zenith American Solutions, Inc.
Case No. CACE-26-009568
17th Judicial Circuit, Broward County, Florida

**Zenith
Data Incident
Settlement**

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, you were identified as an individual residing in the United States who was sent a notice from Zenith American Solutions, Inc. ("Zenith" or "Defendant") that your Private Information may have been accessed in the Data Incident that Zenith discovered on or about September 6, 2024.

Please refer to the Long Form Notice posted on the Settlement Website, www.ZenithDataIncidentSettlement.com, for more information on submitting a Claim, including the documentation standards for Cash Payment A and the aggregate cap applicable to Cash Payment B.

To receive a Cash Payment, you must submit this Claim Form online by 11:59 p.m. Eastern time on September 25, 2026, or by U.S. Mail postmarked no later than September 25, 2026.

This Claim Form may be submitted electronically via the Settlement Website at www.ZenithDataIncidentSettlement.com or completed and mailed, including any supporting documentation, to: Zenith Data Incident Data Settlement, c/o Analytics Consulting LLC, PO Box 2006, Chanhassen, MN 55317-2006.

Please type or legibly print all requested information in blue or black ink. You may submit only one Claim Form. Credit Monitoring does not require a Claim Form; see Section V below.

I. 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

Street Address

City

State

Zip Code

Email Address (used by the Settlement Administrator for
payment selection and Claim communications)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID and PIN provided on your Postcard Notice:

Notice ID

PIN

III. CASH PAYMENT ELECTION

You must choose either Cash Payment A – Documented Losses **OR** Cash Payment B – Alternate Cash. You may **NOT** claim both. If you elect Cash Payment A but do not submit reasonable supporting documentation, or your Claim is rejected and you fail to cure it, your timely Claim will be treated as if you elected Cash Payment B.

A. CASH PAYMENT A – DOCUMENTED LOSSES (UP TO \$2,500)

All Settlement Class Members are eligible to submit a Claim for up to \$2,500.00 upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To qualify, each loss must be: (i) an actual, documented, and unreimbursed monetary loss; (ii) more likely than not caused by the Data Incident; and (iii) incurred after the date of the Data Incident. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted documentation. You may not be reimbursed for expenses that have been reimbursed by another source.

☐ Check this box and complete the chart below if you are claiming **CASH PAYMENT A – DOCUMENTED LOSSES** in the amount of \$ _____. **You must attach supporting third-party documentation.**

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	06 – 17 – 22 M M D D Y Y	\$ 500.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	02 – 28 – 23 M M D D Y Y	\$ 300.00	Copy of the professional services bill
	– – – – – M M D D Y Y	\$.	
	– – – – – M M D D Y Y	\$.	
	– – – – – M M D D Y Y	\$.	
	– – – – – M M D D Y Y	\$.	
	– – – – – M M D D Y Y	\$.	

B. CASH PAYMENT B - ALTERNATE CASH PAYMENT (\$45.00)

As an alternative to Cash Payment A, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive a one-time cash payment of \$45.00. No documentation is required other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Cash Payment B is subject to a \$40,000.00 aggregate cap for all Settlement Class Members combined; if Valid Claims exceed the cap, each payment will be reduced on an equal, proportionate basis.

☐ Check this box if you wish to receive **CASH PAYMENT B – ALTERNATE CASH PAYMENT**. By checking this box, you attest that your Social Security number may have been disclosed in the Data Incident. If you check this box, you are **not** entitled to make a claim under Section III.A. above.

IV. PAYMENT SELECTION

Cash Payments will be made by electronic payment or by paper check. If your Claim is approved as a Valid Claim, the Settlement Administrator will send you an email allowing you to select from alternative forms of electronic payment or a paper check. You will have 90 days following that email to select your form of payment. Paper checks must be negotiated within 120 days of issuance.

V. CREDIT MONITORING – NO CLAIM FORM REQUIRED

In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete. You may activate this benefit directly through CyEx using the activation code provided on your Postcard Notice. No Claim Form submission is required to receive Credit Monitoring.

VI. ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge, and that I am a member of the Settlement Class. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim can be deemed complete and valid, including information regarding the validity of my physical or e-signature. I understand that failure to respond to a Notice of Deficiency may result in a determination that my Claim is not a Valid Claim.

Signature

Printed Name

Date Signed

Questions? Go to www.ZenithDataIncidentSettlement.com or call (866) 455-1359.

EXHIBIT D

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

DAVID BLACK, DAHLIA ROGERS,
MISHAEL WYLIE, individually, and
on behalf of all others similarly situated,

CASE NO. CACE-260-09568

Plaintiffs,

v.

ZENITH AMERICAN SOLUTIONS, INC.,

Defendant.

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

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on June 16, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow and Mariya Weekes as Class Counsel; (5) appointed Analytics Consulting LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections to the Settlement and ____ Settlement Class Members opted-out of the Settlement;

WHEREAS, on October 26, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (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 risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the 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.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Cash Payments pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

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

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(3) for only the purposes of the

Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were __ objections to the Settlement, and __ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

All individuals residing in the United States who were sent a notice from Defendant that their Private Information may have been accessed in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

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

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Class Counsel is awarded \$185,000 for attorneys' fees and costs. The Court evaluated Class Counsel's request, and concludes that amount is fair and within the range of reason. The attorneys' fees and costs shall be payable by the Defendant in accordance with the Agreement.

17. The Class Representatives shall be awarded Service Awards in the amount of \$1,500 each. The Service Awards shall be payable by the Defendant in accordance with the Agreement.

18. Pursuant to the terms of the Settlement, any residual funds associated with uncashed checks, failed or undeliverable electronic payments, rejected or invalid Claims, or any amounts otherwise not distributed to Settlement Class Members shall revert to Defendant, and no portion of such amounts shall be subject to cy pres, escheat, or any further distribution absent Defendant's written consent or a non-appealable court order expressly requiring otherwise.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement,

and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Broward County, Florida, this _____ day of _____, 2026.

HON. JEFFREY R. LEVENSON
CIRCUIT COURT JUDGE