

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2026-009556-CA-01

**PAUL JEFFERSON, EVELYN SANDS, and
BRIDGETT CONNOR**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Florida Rule of Civil Procedure ("Rule") 1.220, Plaintiffs Paul Jefferson, Evelyn Sands, and Bridgett Connor (collectively, "Plaintiffs"), individually, and on behalf of the Settlement Class,¹ respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement, supported by the Joint Declaration of Class Counsel ("Joint Decl."), attached hereto as **Exhibit B**.² If approved, the Settlement will fully resolve the claims asserted in the Action and provide meaningful monetary and non-monetary relief to Settlement Class Members whose personally identifiable information ("PII") and protected health information ("PHI") may have been accessed in two (2) data security incidents impacting Community Connections, Inc.'s

¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement ("SA" or "Settlement"), attached as **Exhibit A**.

² Defendant does not oppose the requested relief in this Motion; however, Defendant does not concur or admit to any of the allegations contained in the Complaint or any other complaints filed against Defendant. For the avoidance of doubt, Defendant does not concede the factual or legal basis for any claim asserted in the Complaint and denies liability. The language in this Motion, including the description of proceedings, as well as legal and factual arguments, is Plaintiffs', and Defendant may disagree with certain of those characterizations and descriptions.

(“Defendant”) systems in or around October 2024 and April 2026. For the reasons set forth below, preliminary approval of the Settlement should be GRANTED and Notice of the Settlement should be disseminated to the Settlement Class.

I. INTRODUCTION

The underlying litigation stems from two (2) data security incidents impacting Defendant’s systems. On October 21, 2024, Defendant experienced a ransomware incident (the “2024 Data Incident”). (SA, ¶ 1). After an investigation, Defendant determined that certain files may have been accessed without authorization and, on or around August 22, 2025, sent out notice letters to potentially impacted individuals. (*Id.*). Thereafter, on April 4, 2026, Defendant experienced a second data security incident by a different threat actor (the “2026 Data Incident”) (together, with the 2024 Data Incident, the “Data Incidents”). (*Id.*). After several lawsuits were filed against Defendant, the Parties agreed to conserve resources and focus their efforts on early resolution. (*Id.* ¶¶ 3–8). Following a mediation overseen by experienced data privacy mediator, Judge David E. Jones (Ret.), of Resolute Systems, LLC (“Judge Jones”), the Parties reached an agreement in principle to resolve all claims related to the Data Incidents. (*Id.* ¶ 7).

Defendant denies all allegations of wrongdoing, fault, and liability. Defendant has agreed to this Settlement solely to avoid the burden, expense, and uncertainty of protracted litigation. (*Id.* ¶ 9). This Settlement is not, and shall not be construed as, an admission or finding of liability, fault, or wrongdoing of any kind against any Party. (*Id.*).

The Settlement provides significant relief for the Settlement Class. Specifically, Defendant has agreed to pay or cause to be paid: (i) Documented Losses up to \$5,000.00 per Settlement Class Member with claim supporting documentation (*id.* ¶ 59(a)); and (ii) reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00

per hour, for up to four (4) hours (a total of \$100.00) (*id.* ¶ 59(b)). Alternatively, Settlement Class Members may elect to receive a cash payment in the amount of \$50.00. (*Id.* ¶ 59(c)).³ In addition to the above, all Settlement Class Members will be sent a code to enroll in two (2) years of one (1) bureau Credit Monitoring through CyEx. (*Id.* ¶ 60).

As explained below, the Settlement meets all the requirements for preliminary approval. Therefore, Plaintiffs respectfully request that the Court enter an order: (i) granting preliminary approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes only; (iii) appointing Plaintiffs as Class Representatives and Scott Edelsberg of Edelsberg Law, P.A. and Tonyia Johnson of Shamis & Gentile P.A. as Class Counsel; (iv) approving the form of the Notices and the Notice Program; (v) approving the Claim Form and the Claim Process; (vi) appointing CPT Group, Inc. as the Settlement Administrator; (vii) establishing procedures and deadlines for Settlement Class Members to opt-out and object to the Settlement; and (viii) scheduling a Final Approval Hearing at which time the Court will consider Final Approval of the Settlement, Settlement Class certification, and the Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a behavioral health agency based in Washington, D.C. that provides mental health and clinical housing services. (Compl., ¶ 2). Plaintiffs and the Settlement Class are current and former employees and patients of Defendant. (*Id.* ¶ 3). Defendant collected and maintained Plaintiffs' and Class Members' PII and PHI during the course of obtaining services/employment.

³ "No documentation is required to claim this benefit other than submission of a Valid Claim. Claims for Cash Payment C are subject to an aggregate cap of \$250,000.00. In the event the number of claims for an Alternative Cash Payment exceeds the sum of \$250,000.00, such claims will be reduced on a pro rata basis." (SA, ¶ 59(c)).

(*Id.* ¶ 4).

On October 21, 2024, Defendant experienced a ransomware incident and began an investigation into the matter. (SA, ¶ 1). Defendant determined that certain files may have been accessed without authorization and, on or around August 22, 2025, sent out notice letters to potentially impacted individuals. (*Id.*). On April 4, 2026, Defendant experienced a second data security incident by a different threat actor. (*Id.*). Following an investigation, Defendant learned that the Private Information of approximately 20,889 individuals was contained in the potentially affected files from both Data Incidents. (*Id.* ¶ 2).

Beginning on September 3, 2025, a number of putative class action lawsuits were filed against Defendant relating to the 2024 Data Incident in the United States District Court for the District of Columbia (the “Related Actions”). (*Id.* ¶ 3). Plaintiffs’ counsel in the Related Actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class. (*Id.*). The Related Actions were consolidated on November 24, 2025. (*Id.*). Shortly thereafter, the Parties prepared for and attended a scheduling conference and Defendant filed a motion to dismiss the consolidated complaint on January 23, 2026. (*Id.* ¶ 4). On January 27, 2026, in an effort to conserve resources for the benefit of the class, the Parties filed a joint motion to stay the case pending a scheduled mediation with experienced mediator, Judge Jones. (*Id.*). The District Court granted the motion to stay on February 3, 2026, after a hearing. (*Id.*).

In advance of mediation, Plaintiffs requested and Defendant provided informal discovery including information related to, among other things, the nature and cause of the 2024 Data Incident, the number and geographic location of individuals impacted by the 2024 Data Incident, and the specific type of information potentially accessed. (*Id.* ¶ 5).

On April 8, 2026, Plaintiffs' counsel learned that Defendant experienced the 2026 Data Incident. (*Id.* ¶ 6). Shortly thereafter, and following careful review and investigation, Plaintiffs moved for leave to amend their operative complaint to add additional allegations concerning the 2026 Data Incident to ensure complete relief and adjudication of all claims for all putative class members in a single proceeding. (*Id.*). On April 22, 2026, the unopposed motion for leave to amend was granted, and Plaintiffs filed their Amended Consolidated Complaint on April 27, 2026. (*Id.*).

On April 29, 2026, the Parties participated in a full-day mediation with Judge Jones. (*Id.* ¶ 7). After arms-length negotiations between experienced counsel, the Parties reached an agreement on the material terms of this proposed classwide Settlement. (*Id.*). During these confidential negotiations, it was determined that federal court jurisdiction was improper and that jurisdiction and venue was proper in this Court. (*Id.*). Consequently, Plaintiffs dismissed the federal action and filed this Action. (*Id.* ¶ 8). The Complaint alleges claims against Defendant arising out of the Data Incidents for negligence/negligence *per se*, breach of implied contract, and unjust enrichment on behalf of a proposed national class. (*Id.*). The Parties now agree to settle the Action entirely, without any admission or finding of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. (*Id.* ¶ 9).

III. SUMMARY OF THE SETTLEMENT TERMS

A. Settlement Class.

Plaintiffs seek Preliminary Approval of the Settlement on behalf of the following Settlement Class:

[A]ll individuals in the United States whose Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter.

(*Id.* ¶ 52). Excluded from the Settlement Class are (i) Defendant and its officers and directors, and (i) any Judge to whom this case is assigned as well as their judicial staff and immediate family

members. (*Id.*).

B. Settlement Class Member Benefits

Cash Payment A – Documented Losses. All Settlement Class Members are eligible to submit a claim for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incidents. (*Id.* ¶ 59(a)). Documented Losses 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 Incidents; and (iii) the loss was incurred after the date of the Data Incidents. (*Id.*). 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. (*Id.*).

Cash Payment B – Loss Time. Settlement Class Members may also submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00 per hour, for up to four (4) hours (a total of \$100.00). (*Id.* ¶ 59(b)). The Settlement Class Member must attest (by signature or checkmark) the validity of the Class Member's Lost Time Claim and to briefly describe the time spent. (*Id.*). Settlement Class Members may elect to submit a Claim for both Cash Payment A and Cash Payment B. (*Id.*).

Cash Payment C – Alternative Cash Payment. As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is a cash payment in the amount of \$50.00. (*Id.* ¶ 59(c)). No documentation is required to claim this benefit other than submission of a Valid Claim. (*Id.*). Claims for Cash Payment C are subject to an aggregate cap of \$250,000.00. (*Id.*). In the event the number of claims for an Alternative Cash Payment exceeds the sum of \$250,000.00, such claims will be reduced on a *pro rata* basis. (*Id.*).

Credit Monitoring. In addition to selecting one (1) or more of the Cash Payments listed above, all Settlement Class Members will be sent a code to enroll in two (2) years of one (1) bureau Credit Monitoring through CyEx. (*Id.* ¶ 60). Settlement Class Members do not need to submit a Claim but must activate the code sent to them in the Postcard Notice. (*Id.*).

Remedial Measures. Prior to Final Approval, Defendant will provide Class Counsel with a written and signed confidential declaration regarding the data security measures, including the cost associated therewith, it implemented following the Data Incidents to better protect the Settlement Class's Private Information. (*Id.* ¶ 62). The costs of any such security measures on the part of Defendant were paid or will be paid separately by or on behalf of Defendant. (*Id.*).

C. Attorneys' Fees and Service Awards.

In recognition of the substantial work Class Counsel undertook for the benefit of the Class, pursuant to the terms of the Settlement Agreement, Class Counsel are permitted to seek an award of attorneys' fees and costs of up to \$362,500.00, to be paid by or on behalf of Defendant, separate and apart from Defendant's obligation to pay or cause to be paid Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. (*Id.* ¶ 93).⁴ Additionally, Class Counsel, on behalf of the Class Representatives, are permitted to seek Service Awards of up to \$2,500.00 per Class Representative (\$7,500.00 total), subject to Court approval. (*Id.* ¶ 92).

D. Settlement Class Notice.

The Settlement provides for a comprehensive Notice Program, which includes a Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line. (*Id.* ¶¶ 66, 67–70). Defendant will be solely responsible for the payment of all Settlement Administration Costs. (*Id.*

⁴ Class Counsel will file a separate motion supporting their request for attorneys' fees, costs, expenses, and service awards.

¶ 61).

Within thirty (30) days following entry of the Preliminary Approval Order, Settlement Class Members for whom an address is known will be sent a Postcard Notice with a tear-off Claim Form. (*Id.* ¶ 68). The Postcard Notice includes, among other information: (i) a description of the material terms of the Settlement; (ii) how to submit a Claim Form; (iii) the Claim Deadline; (iv) the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; (v) the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (vi) the Final Approval Hearing date, time, and location; and (vii) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. (*Id.* ¶ 70). The Postcard Notice will also include activation codes for the Credit Monitoring. (*Id.*). Settlement Class Members may request a Long Form Notice, review key documents and dates on the Settlement Website, and get answers to frequently asked questions by calling a toll-free telephone number. (*Id.* ¶¶ 66(a), 66(c), 71).

E. Claims Process.

All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. (*Id.* ¶ 58). 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, but they will receive a Credit Monitoring enrollment code. (*Id.*).

F. Opt-Out and Objection Procedures.

Opt-outs. The Long Form Notice also includes a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice directs Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. (*Id.* ¶ 72). A Settlement Class

Member may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. (*Id.*). 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. (*Id.*). Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. (*Id.*). Any Settlement Class Member who does not timely and validly request to opt-out will be bound by the terms of the Settlement Agreement even if that Settlement Class Member does not submit a Valid Claim. (*Id.*).

Objections. The Long Form Notice will 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 directs Settlement Class Members to review the Long Form Notice to obtain the objection instructions. (*Id.* ¶ 73). Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator by the Objection Deadline. (*Id.*). For an objection to be considered by the Court, the relevant Settlement Class Member must file and mail (as indicated by the postmark date) 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. (*Id.*). For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in the Settlement Agreement, the Long Form Notice, and the Preliminary Approval Order. (*Id.*).

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 that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (d) the identity of all counsel (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).

(*Id.* ¶ 74). 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.

(*Id.*).

G. Release of Claims.

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.* ¶¶ 47–48, 95–97).

IV. ARGUMENT

In order to preliminarily approve a proposed class action settlement, a court must first determine that all the requirements for class certification set forth in Rule 1.220(a) and at least one (1) of the requirements of Rule 1.220(b), are satisfied for settlement purposes. Once the court has determined that the settlement class meets the requirements for class certification pursuant to Rule 1.220 for settlement purposes, the court's analysis turns to the terms of the proposed settlement and whether the settlement's terms are fair, reasonable, and adequate. *Grosso v. Fidelity National Title Ins. Co.*, 983 So. 2d 1165, 1170 (Fla. 3d DCA 2008). This is a two-step process. First, the Court must determine whether the proposed settlement terms fall within the range of reasonableness such that preliminary approval is warranted. Second, after notice is given to the class, the Court must evaluate whether final approval is warranted. *See Manual for Complex Litigation*, Third, § 30.41, at 236–37 (1995). In granting preliminary approval, courts typically first certify the class for settlement purposes, then consider the fairness of the settlement at the final hearing. *See, e.g., Grosso*, 983 So. 2d at 1170. For the reasons set forth below, this criterion is met here and preliminary approval should be granted.

A. The Settlement Class Should be Certified for Settlement Purposes.

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The threshold requirements for class certification are outlined in Rule 1.220. A class action may only be certified after the court determines that: (i) there is sufficient numerosity of class members; (ii) there is commonality of the claims or defenses of the named class representative and each member of the class; (iii) the claims or defenses of the class representative are typical of that of the class; and (iv) the class representative can fairly and adequately represent the interests of each member of the class. *See* Fla. R. Civ. P. 1.220(a). Further, the court must conclude that one (1) of the subdivisions of Rule 1.220(b) are satisfied, including whether:

the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

Fla. R. Civ. P. 1.220(b)(3). Here, certification of the Settlement Class is warranted because the requirements of Florida Rule of Civil Procedure 1.220 are satisfied for settlement purposes only.

As to Rule 1.220(a), for settlement purposes only, there are approximately 20,889 Settlement Class Members (numerosity), all of which have the same claim for which the court would decide common issues of fact and law centered on whether Defendant's security environment was adequate to protect the Settlement Class' Private Information (commonality); Plaintiffs' claims are the same as the rest of the Settlement Class Members' claims and Plaintiffs are not subject to any unique affirmative defenses (typicality); and Plaintiffs and Class Counsel have zealously litigated the claim, secured substantial relief, and have no conflicting interests to the Settlement Class, and Class Counsel has extensive experience litigating data breach class actions (adequacy). (Joint Decl., ¶ 13).

As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, for settlement purposes only, there are no individual issues precluding class treatment (predominance), and class treatment

is the best method of adjudication, as seen in the fact that every Settlement Class Member shall receive relief without the need for numerous (and duplicative) individual cases (superiority). (Joint Decl., ¶ 14). *See also Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106–07 (Fla. 2011) (outlining requirements for class certification); *Pinnacle Condominium Association, Inc. v. Haney*, 262 So.3d 260, 262-263 (Fla. 3d DCA 2019) (addressing Rule 1.220(a)–(b) elements in affirming class certification). Thus, certification of the Settlement Class is warranted for settlement purposes.

B. The Notice Program is the Best Practicable Notice and Comports with Due Process Requirements.

The notice requirements of Rule 1.220(d)(2) are designed to provide sufficient due process to Settlement Class Members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt-out and must be the “most practicable under the circumstances.” *Combined Services, Inc. v. City of Opa-Locka*, 394 So. 3d 98, 102 (Fla. 3d DCA 2024) (quoting Rule 1.220(d)(2)). To satisfy this requirement, individual notice should be provided to Settlement Class Members who can be identified through reasonable effort. *See Fla. R. Civ. P. 1.220(d)(2); Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978).

Here, the Parties have agreed to send direct Postcard Notice with a tear-off Claim Form to Settlement Class Members. (SA, ¶ 68). Individual, direct notice clearly comports with due process requirements. *See, e.g., Combined Services*, 394 So.3d at 102; *Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, the Notice provides a clear explanation of the terms of the Settlement; the amount sought in attorneys’ fees, costs, and Service Awards; the Settlement Class Members’ right to opt-out or object, and the methods by which to do so; and provides an opportunity to be heard at the Final Approval Hearing to be held after the Notice Program is completed. (*See SA, ¶ 70 and Exs. 1–3*); *see also Rule 1.220(d)(2)* (“The notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the

date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.”); *Nolan v. Integrated Real Estate Processing, LP*, 2009 U.S. Dist. LEXIS 136890, at *20–21 (M.D. Fla. Sep. 9, 2009) (setting forth what should be included in notice of settlement). Thus, the Notice constitutes the best practicable notice and comports with the due process requirements of the Florida Constitution.

C. The Terms of the Settlement are Fair, Reasonable, and Adequate.

Preliminary approval of a class action settlement “is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Smith v. Wm. Wrigley Jr. Co.*, 2010 U.S. Dist. LEXIS 67832, *6 (S.D. Fla. June 15, 2010).⁵ “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Id.* at *7. These requirements are readily satisfied here, as demonstrated above in the Settlement Agreement and the exhibits thereto. *City of L.A. v. Bankrate, Inc.*, 2016 U.S. Dist. LEXIS 115071, *14-15 (S.D. Fla. Aug. 24, 2016) (granting preliminary approval of proposed class action settlement where “the proposed settlement was made after mediation was conducted,” “[t]he negotiations appear to have been made in good faith and there do not appear to be any obvious deficiencies,” and the settlement amount “appears to be within the range of reasonableness”); *Almanzar v. Select Portfolio Servicing, Inc.*, 2015 U.S. Dist. LEXIS 178149, *5-6 (S.D. Fla. Oct. 15, 2015) (granting preliminary approval, finding that proposed class action settlement was based on “informed, good-faith, arms-length negotiations

⁵ Florida Rule of Civil Procedure 1.220 is patterned after Rule 23 of the Federal Rules of Civil Procedure; consequently, Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co.*, 641 So.2d 888, n.1 (Fla. 3d DCA 1994).

between the Parties and their capable and experienced counsel,” and settlement was “within the range of reasonableness and possible judicial approval”).

As will be set forth in greater detail in the Motion for Final Approval—and as demonstrated by the terms of the Agreement—the settlement approval factors identified by the Third District Court of Appeal to evaluate the fairness, reasonableness and adequacy of a settlement favor approval here. *Grosso*, 983 So. 2d at 1173 (“To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate.”). The relevant factors include: (i) the complexity and duration of the litigation; (ii) the reaction of the class to the settlement;⁶ (iii) the stage of the proceedings; (iv) the risk of establishing liability; (v) the risk of establishing damages; (vi) the risk of maintaining a class action; (vii) the ability of the defendant to withstand a greater judgment; (viii) the reasonableness of the settlement in light of the best recovery; and (ix) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* at 1173–74.

Indeed, there was no fraud or collusion in reaching the Settlement, which was entered into after the exchange of informal discovery, arm’s-length negotiations and a full day of mediation with a well-respected and knowledgeable mediator; this Action is complex and expensive; Plaintiffs elicited extensive data demonstrating the contours of the Settlement Class and Defendant’s practices and procedures; and the likelihood of success is uncertain. (Joint Decl., ¶¶ 8, 21–27). The Settlement Class Member Benefits in this Settlement are more than reasonable, given the complexity of the Action and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, a motion to dismiss, motion for class certification, motion for summary judgment, trial, and an inevitable appeal following final judgment. (*See id.*)

⁶ This factor is best judged after Notice is sent to the Settlement Class Members.

Plaintiffs and Class Counsel believe the Settlement is a great and a reasonable result for the Settlement Class, considering factors stated above, and are certain the Settlement Class will likewise be satisfied with the result, but this is better evaluated at the Final Approval Hearing. (*See id.*). For all these reasons, Plaintiffs respectfully submit that there are no obvious deficiencies to the Settlement precluding Preliminary Approval and that this Motion should be GRANTED.

D. Proposed Schedule of Events.

Plaintiffs respectfully propose the following schedule for the Court's review and approval. If the Court agrees with the proposed schedule, Plaintiffs request that the Court schedule the Final Approval Hearing for the week of _____, 2026, or soon thereafter, depending upon the Court's availability.

EVENT	DEADLINE
Deadline to commence Notice Program	Within 30 days of Preliminary Approval
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	Week of _____, 2026, or soon thereafter.

V. CONCLUSION

For the reasons stated above, Plaintiffs and Class Counsel respectfully request that the Court: (i) preliminarily approve the Settlement; (ii) provisionally certify the Settlement Class for settlement purposes; (iii) approve the Notices and Notice Program, including the opt-out and objection procedures; (iv) approve the Claim Form and Claims Process; (v) appoint Plaintiffs as

Class Representatives; (vi) appoint Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A. as Class Counsel; (vii) appoint CPT Group, Inc. as the Settlement Administrator; and (viii) set the Final Approval hearing date and time. A proposed Preliminary Approval Order is attached to the Settlement Agreement as **Exhibit 5**.

Dated: July 7, 2026

Respectfully submitted,

/s/Tonyia Johnson

Tonyia Johnson (FBN 1058251)

SHAMIS & GENTILE P.A.

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14 NE 1st Ave., Suite 705

Miami, Florida 33132

Tel: (305) 479-2299

Counsel for Plaintiffs and the Class

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

I hereby certify that prior to filing this motion, I discussed the relief requested in this motion via email with Defendant's counsel who represented that Defendant agrees to the relief sought herein.

/s/Tonyia Johnson

Tonyia Johnson (FBN 1058251)

SHAMIS & GENTILE P.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 7, 2026, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/Tonyia Johnson

Tonyia Johnson (FBN 1058251)

SHAMIS & GENTILE P.A.

EXHIBIT A

**IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
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behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

Case No. 2026-009556-CA-01

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release¹ is entered into between Plaintiffs Paul Jefferson, Evelyn Sands, and Bridgett Connor, on behalf of themselves and the Settlement Class, and Defendant Community Connections, Inc. 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. On October 21, 2024, Defendant experienced a ransomware incident and immediately began an investigation into the matter (the “2024 Data Incident”). Defendant determined that certain files may have been accessed without authorization and, on or around August 22, 2025, sent out notices to potentially impacted individuals. On April 4, 2026, Defendant experienced a second data security incident by a different threat actor (the “2026 Data Incident,” collectively, with the 2024 Data Incident, the “Data Incidents”).

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

Following an investigation, Defendant learned that the Private Information of approximately 20,889 individuals were contained in the potentially affected files from both Data Incidents.

3. Beginning on September 3, 2025, a number of putative class action lawsuits were filed against Defendant relating to the 2024 Data Incident in the United States District Court for the District of Columbia (the “Related Actions”). Plaintiffs’ counsel in the Related Actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class. The Related Actions were consolidated on November 24, 2025.

4. Shortly thereafter, the Parties prepared for and attended a scheduling conference and Defendant filed a motion to dismiss the consolidated complaint on January 23, 2026. On January 27, 2026, in an effort to conserve resources for the benefit of the class, the Parties filed a joint motion to stay the case pending a scheduled mediation with experienced mediator, Judge David E. Jones (Ret.), of Resolute Systems, LLC. The Court granted the motion to stay on February 3, 2026, after a hearing.

5. In advance of mediation, Plaintiffs requested and Defendant provided informal discovery including information related to, among other things, the nature and cause of the 2024 Data Incident, the number and geographic location of individuals impacted by the 2024 Data Incident, and the specific type of information potentially accessed.

6. On April 8, 2026, Plaintiffs’ counsel learned that Defendant experienced the 2026 Data Incident. Shortly thereafter, and following careful review and investigation, Plaintiffs moved for leave to amend their operative complaint to add additional allegations concerning the 2026 Data Incident to ensure complete relief and adjudication of all claims for all class members in a

single proceeding. On April 22, 2026, that unopposed motion for leave to amend was granted, and Plaintiffs filed their Amended Consolidated Complaint on April 27, 2026.

7. The Parties participated in a full-day mediation on April 29, 2026, with Judge Jones (Ret.). After arms-length negotiations between experienced counsel, the Parties reached an agreement on the material terms of this classwide Settlement. During these confidential negotiations, it was determined federal court jurisdiction was improper and that jurisdiction and venue was proper in this Court.

8. Consequently, Plaintiffs dismissed their respective action in federal court and filed this Action. The Complaint alleges claims against Defendant arising out of the Data Incidents for negligence/negligence *per se*, breach of implied contract, unjust enrichment, and breach of fiduciary duty on behalf of a proposed national class.

9. The Parties now agree to settle the Action entirely, without any admission or finding 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, finding 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.

OW, 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: *Jefferson, et al. v. Community Connections, Inc.*, Case No. 2026-009556-CA-01, currently pending in the 11th Judicial Circuit in and for Miami-Dade County, Florida, inclusive of all other actions filed against Defendant by Plaintiffs arising from the Data Incidents.

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, Cash Payment B, or Cash Payment C under Section IV herein.

16. **“Cash Payment A – Documented Losses”** means the up to \$5,000.00 in cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

17. **“Cash Payment B – Lost Time”** means the \$25.00 per hour cash compensation (up to a total of four (4) hours (\$100.00 total)) that Settlement Class Members may elect under the Settlement with a brief description of how the time was spent responding to either or both of the Data Incidents.

18. **“Cash Payment C – Alternative Cash Payment”** means the \$50.00 cash compensation that Settlement Class Members may elect under the Settlement.

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

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

21. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, and substantially in the form attached hereto as *Exhibit 1* which is the Postcard Notice, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

22. **“Claim Deadline”** shall be fifteen (15) days before the initial scheduled Final Approval Hearing.

23. **“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.

24. **“Class Counsel”** means: Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A.

25. **“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.

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To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members' full names and current physical addresses.

26. **"Class Representatives"** means the Plaintiffs the Court approves as representatives of the Settlement Class.

27. **"Complaint"** means the Class Action Complaint filed in this Action.

28. **"Court"** means the 11th Judicial Circuit in and for Miami-Dade County, Florida, and the Judge(s) assigned to the Action.

29. **"Credit Monitoring"** means the two (2) years CyEx Medical Shield Complete with one (1) credit bureau credit monitoring that will be available to all Settlement Class Members.

30. **"Data Incidents"** mean the 2024 Data Incident and the 2026 Data Incident, in which two (2) separate unauthorized threat actors accessed Defendant's computer network and allegedly gained access to the Private Information of Plaintiffs and the Settlement Class, as further detailed in ¶ 1, *supra*.

31. **"Defendant"** means Community Connections, Inc., the defendant in the Action.

32. **"Defendant's Counsel"** means Sara McLaughlin and David Ross of Wilson Elser LLP.

33. **"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) thirty (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 thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

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34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. “**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.

36. “**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*.

37. “**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.

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

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

40. “**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.

41. “**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.

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

43. “**Objection Deadline**” means thirty (30) days before the initial scheduled Final Approval Hearing.

44. “**Opt-Out Deadline**” means thirty (30) days before the initial scheduled Final Approval Hearing.

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

46. “**Plaintiffs**” means Paul Jefferson, Evelyn Sands, and Bridgett Connor, the named plaintiffs in this Action.

47. “**Postcard Notice**” means the 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.

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

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as *Exhibit 4*.

44. “**Private Information**” means full names, addresses, dates of birth, Social Security numbers, financial information, driver’s license or state identification information, medical information, and health insurance information.

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

46. “**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, contract 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 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, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incidents, including but not limited to any claims that were asserted or could have been asserted in the Action, and including any claims for declaratory judgment or declaratory relief.

47. **"Released Parties"** means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, excess insurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, trustees, attorneys, accountants, auditors, consultants, and representatives.

48. **"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.

49. **"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 or on behalf of Defendant separate from the Settlement Class Member Benefits.

50. **“Settlement Administrator”** means CPT Group, Inc., the third-party notice and claims administrator jointly selected by the Parties.

51. **“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.

52. **“Settlement Class”** means all individuals in the United States whose Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter. Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

53. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

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

55. **“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.

56. **“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 Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim 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

57. 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

58. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments A, B, and C to Settlement Class Members who submit a Valid Claim; (c) Credit Monitoring for all Settlement Class Members, without

requiring the submission of a Claim form; and (d) any Court-awarded attorneys' fees, costs, and Service Awards, up to the amounts set forth in this Agreement.

59. **Cash Payments** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. 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, but they will receive a Credit Monitoring enrollment code.

a. **Cash Payment A – Documented Losses**

All Settlement Class Members are eligible to submit a claim for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incidents. Documented Losses 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 Incidents; and (iii) the loss was incurred after the date of the Data Incidents. 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 documentation supporting a loss, or if the Settlement Administrator rejects for any reason the

Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. 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 – Lost Time**

Settlement Class Members may submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00 per hour, for up to four (4) hours (a total of \$100.00), which shall require the Settlement Class Member to attest (by signature or checkmark) the validity of the Class Member's Lost Time Claim and to briefly describe the time spent. Settlement Class Members may elect to submit a Claim for both Cash Payment A and Cash Payment B.

c. **Cash Payment C - Alternative Cash Payment**

As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is a cash payment in the amount of \$50.00. No documentation is required to claim this benefit other than submission of a Valid Claim. Claims for Cash Payment C are subject to an aggregate cap of \$250,000.00. In the event the number of claims for an Alternative Cash Payment exceeds the sum of \$250,000.00, such claims will be reduced on a *pro rata* basis.

60. **Credit Monitoring** – In addition to a Cash Payment, all Settlement Class Members will be sent a code to enroll in two (2) years of one (1) bureau Credit Monitoring through CyEx.

Settlement Class Members do not need to submit a Claim but must activate the code sent to them in the Postcard Notice.

61. ***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 or on behalf of Defendant separate from and in addition to the Settlement Class Member Benefits.

62. ***Remedial Measures*** – Prior to Final Approval, Defendant will provide Class Counsel with a written and signed confidential declaration regarding the data security measures, including the cost associated therewith, it implemented following the Data Incidents to better protect the Settlement Class's Private Information. The costs of any such security measures on the part of Defendant were paid or will be paid separately by or on behalf of Defendant.

V. SETTLEMENT APPROVAL

63. Within ten (10) 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 Scott Edelsberg and Tonyia Johnson as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint CPT Group, Inc. 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

64. The Parties agree that, subject to Court approval, CPT Group, Inc. 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.

65. 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 Claims Process.

66. 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, and ensuring Credit Monitoring codes are distributed, to Settlement Class Members;
- 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;

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- 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 and types 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 Claims 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;

1. Ensuring that Credit Monitoring Codes are mailed to all Settlement Class Members; 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**

67. Defendant will make available to the Settlement Administrator the Class List no later than ten (10) 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.

68. Within thirty (30) 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 and include Business Reply Mail.

69. The Notice Program shall be completed no later than forty-five (45) days before the initial date set for the Final Approval Hearing.

70. 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 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. The Postcard Notice will also include activation codes for the Credit Monitoring. The Settlement Administrator 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.

71. 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.

72. **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 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.

73. **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 by the Objection Deadline. For an objection to be considered by the Court, the relevant Settlement Class Member must file and mail (as indicated by the postmark date) 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. 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.

74. 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 that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (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.

75. Any Settlement Class Member who fails to comply with the provisions of this Section and the requirements of the Preliminary Approval Order and 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.

VIII. CLAIM FORM PROCESS AND DISBURSEMENT OF CASH PAYMENTS

76. 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.

77. 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.

78. The Settlement Administrator shall collect, review, and analyze 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.

79. 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.

80. 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.

81. 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 Deadline, or fifteen (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.

82. 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 Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

83. 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 thirty (30) days from the Claim 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.

84. 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.

85. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within thirty (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 twenty-one (21) days of the invoice.

86. No later than sixty (60) days of the Effective Date, the Settlement Administrator shall distribute Cash Payments.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, an election they can make on the Claim Form. Settlement Class Members will have a period of ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within one hundred twenty (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.

88. Any Cash Payment checks that remain uncashed after one hundred twenty (120) days from the date of issuance shall be void. The Settlement Administrator shall return all funds from uncashed checks to Defendant. Settlement Class Members who fail to cash their checks within the one hundred twenty (120) day period shall forfeit their right to any Cash Payment but shall still be bound by the terms of this Agreement, including the Releases.

89. 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, or awards made in accordance with this Settlement.

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

90. 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 forty-five (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 the requirements listed in this Agreement.

91. 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

92. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards shall be payable 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 Service Awards by check or wire transfer to the Settlement

Administrator for onward remittance to an account designated by Class Counsel within twenty-one (21) days of the Effective Date.

93. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of \$362,500.00, 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 the Settlement Administrator for onward remittance to an account designated by Class Counsel within twenty-one (21) days of the Effective Date. The Application for Attorneys' Fees, Costs, and Service Awards shall be filed at least fourteen (14) days before the Opt-Out Deadline and the Objection Deadline.

94. 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

95. 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 Incidents that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law,

California Civil Code section 17200 *et seq.* Each 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.

96. 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.

97. 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

98. 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 all appeals taken from the Final Approval Order, if any, have been resolved in favor of Final Approval; and
- d. The occurrence of the Effective Date.

99. 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.

100. Notwithstanding any other provision of this Agreement, Defendant shall have the right, in its sole discretion, to terminate this Agreement and the Settlement in the event that more than three percent (3%) of the Settlement Class Members submit valid and timely requests to opt out of the Settlement. In exercising this right, Defendant must notify Class Counsel in writing within fifteen (15) days of the Opt-Out Deadline.

101. 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

102. 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.

103. 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

104. 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.

105. 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.

106. 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.

107. 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.

108. 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

109. ***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.

110. ***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.

111. ***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.

112. ***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.

113. ***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.

114. ***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.

115. **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.

116. **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.

117. **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.

118. **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:

Tonya Johnson
SHAMIS & GENTILE, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132

tjohnson@shamisgentile.com

Scott Edelsberg
Edelsberg Law, P.A.
20900 NE 30th Ave, Ste 417
Aventura, FL 33180
scott@edelsberglaw.com

If to Defendant or Defendant's Counsel:

David Ross
Wilson Elser LLP
1500 K Street, NW, Suite 330
Washington DC 20005
david.ross@wilsonelser.com

Sara McLaughlin
Wilson Elser LLP
111 North Orange Avenue Suite 1200
Orlando, FL 32801
sara.mclaughlin@wilsonelser.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.

119. **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.

120. **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.

121. **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.

122. ***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.

123. ***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. 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.

124. ***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)



TONYA JOHNSON (Jun 24, 2025 11:11:38 EDT)
Shamis & Gentile P.A.



SCOTT EDELSBERG
EDELSBERG LAW P.A.

COMMUNITY CONNECTIONS, INC.

By: _____
Its _____

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)

TONYIA JOHNSON
Shamis & Gentile P.A.

SCOTT EDELSBERG
EDELSBERG LAW P.A.

COMMUNITY CONNECTIONS, INC.

Mark Larkins

By: Community Connections

Its VP Information Technology

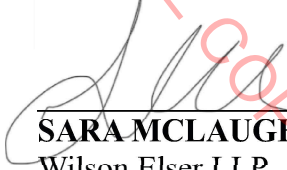
COUNSEL FOR COMMUNITY CONNECTIONS, INC.



July 7, 2026

DAVID ROSS

Wilson Elser LLP



SARA MCLAUGHLIN

Wilson Elser LLP

EXHIBIT 1

A Settlement has been proposed in a class action lawsuit against Community Connections, Inc. (“Defendant”) relating to the incidents discovered on or around October 2024 and April 2026, in which unauthorized third parties potentially gained access to certain files within Defendant’s network (the “Data Incidents”).

WHO IS IN THE SETTLEMENT? All individuals in the United States whose Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter.

WHAT CAN I GET? You may file a Claim for one or more of the following Cash Payments.

- **Cash Payment A – Documented Losses:** You may file a Claim for certain documented losses up to \$5,000.00 with supporting documentation.
- **Cash Payment B – Lost Time:** In addition to or instead of Documented Losses, you may submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00 per hour, for up to four (4) hours (a total of \$100.00). This Cash Payment is offered in addition to Documented Losses. No documentation is required, but you must briefly describe the time spent.
- **Cash Payment C – Alternative Cash Payment** - As an alternative to Cash Payment A and Cash Payment B, you may elect to receive Cash Payment C, which is a cash payment in the amount of \$50.00. This amount may be reduced on a pro rata basis depending on the number of Valid Claims submitted.
- **Credit Monitoring Services:** In addition to a Cash Payment, you may enroll in two (2) years of Medical Shield Complete with one (1) bureau credit monitoring through CyEx. You do not need to submit a Claim but must activate the code on the front of this Postcard Notice.

CLAIM FORM. The easiest way to submit a Claim is online at [Website URL]. Use the Unique ID and Passcode located on the front of this postcard to access your Claim Form. If you prefer to mail in a Claim Form, a downloadable version is available on the Settlement Website. Your Claim Form must be submitted by [Deadline].

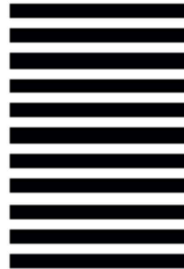
OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must request to be excluded (“Opt-Out”) by [Deadline]. If you want to remain part of the Settlement, you may submit a written objection by [Deadline]. A more detailed notice is available on the Settlement Website at [Website URL] that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date/Time] to decide whether to approve the Settlement. You may attend the hearing at your own expense, but you are not required to do so.

This notice is a summary. For more information, visit [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or by email at [email@cptgroup.com].



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 84 IRVINE, CA

POSTAGE WILL BE PAID BY ADDRESSEE

CLASS ACTION ADMINISTRATORS
CPT GROUP INC
PO BOX 19504
IRVINE CA 92623-9902



PRESORTED
First Class
U.S. Postage
PAID

**COURT APPROVED LEGAL
NOTICE**

Case No. 2026-009556-CA-01

If your Private Information was impacted as a result of the Data Incidents that occurred at Community Connections, Inc. on or around October 2024 and April 2026, you may be entitled to Settlement Benefits from a class action settlement.

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

Auto-Enrollment Information

Please visit [Website URL] for further details regarding the automatic enrollment in CyEx Credit Monitoring.

Your unique CyEx Activation Code is

Community Connections Data Incidents
PO Box 19504
Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

Unique ID: «ID»
Passcode: «Passcode»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

Community Connections Data Incidents, Case No. 2026-009556-CA-01

POSTCARD CLAIM FORM

Complete and return this Claim Form to receive a Cash Payment by no later than [Deadline]. Only one Claim Form per Class Member. To submit a claim for Documented Losses with supporting documentation, visit the Settlement Website at [www.\[Website Address\].com](http://www.[Website Address].com).

To submit a claim, select one of the Cash Payments below by checking the appropriate box, complete the address change section if applicable, sign and date this Postcard Claim Form, and mail it by the deadline. Claim Forms that are not signed or do not include a completed checkbox will not be accepted.

Cash Payment B – Lost Time Payment

☐ Check only one box to receive a Lost Time Payment at a rate of \$25.00 per hour, for up to four (4) hours. By checking the box, you attest that the hour(s) claimed are true and correct. ☐ 1 hour ☐ 2 hours ☐ 3 hours ☐ 4 hours
Briefly describe the time spent: _____.

Cash Payment C – Alternative Cash Payment

☐ Check this box to receive a \$50.00 Alternative Cash Payment. This amount may be reduced on a pro rata basis depending on the number of Valid Claims submitted.

Payment A paper check will be sent to the same address as this Notice. If you prefer an electronic payment such as PayPal, Venmo or Direct Deposit, file your claim at [www.\[Website Address\].com](http://www.[Website Address].com).

Address Change If your address is different from the preprinted one on the front of this postcard, print your correct information here. Address: _____ City: _____ State: _____ Zip: _____

Sign and Date Your Claim Form By signing my name below, I declare under penalty of perjury under the laws of the United States that the information included on this Claim Form for a Lost Time or Alternative Cash Payment is true and correct, that I am eligible to submit a claim in this Settlement, and that I have completed this Claim Form to the best of my knowledge.

Signature: _____ Printed Name: _____ Date: _____
Email: _____ Phone Number: _____

CPT ID: «ID» / Claimant: «FullName»

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida

Jefferson, et al. v. Community Connections, Inc.

Case No. 2026-009556-CA-01

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

If you were notified of Data Incidents that occurred at Community Connections, Inc. on or around October 2024 and April 2026, you may be entitled to Settlement Benefits from a class action settlement.

- A Settlement has been proposed in a class action lawsuit against Community Connections, Inc. (“Defendant”) relating to the incident discovered on October 21, 2024 (the “2024 Data Incident”). Defendant determined that certain files may have been accessed without authorization and, on or around August 22, 2025, sent out notices to potentially impacted individuals. On April 4, 2026, Defendant experienced a second data security incident by a different threat actor (the “2026 Data Incident,” collectively, with the 2024 Data Incident, the “Data Incidents”). The Action alleges that Defendant was negligent or otherwise responsible for failing to prevent the Data Incidents from occurring. Defendant denies all allegations. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.
- If you received a notice from Defendant that your Private Information may have been impacted as a result of the Data Incidents, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments A, B, and C to Settlement Class Members who submit a Valid Claim; (c) Credit Monitoring for all Settlement Class Members, without requiring the submission of a Claim Form; and (d) any Court-awarded attorneys’ fees, costs, and Service Awards.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive a credit monitoring enrollment code, but you will not receive a cash payment. You will remain a member of the Settlement Class, be bound by the Settlement if it is approved by the Court, and give up the right to sue Defendant over the claims resolved by the Settlement.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a cash payment. Claims must be submitted by [Deadline].	[Deadline]
EXCLUDE YOURSELF	If you ask to be excluded, you will not be able to enroll in credit monitoring or receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	[Deadline]
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	[Deadline]

These rights and options—and the deadlines to exercise them—are explained in this Notice. The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and costs, service awards and administration costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The case is known as *Jefferson, et al. v. Community Connections, Inc.*, Case No. 2026-009556-CA-01 currently pending in the 11th Judicial Circuit in and for Miami-Dade County, Florida (the “Action”). The people who filed this lawsuit are referred to as the “Plaintiffs” or “Class Representatives,” and the entity sued is referred to as “Defendant.”

2. What is this lawsuit about?

The lawsuit arises from the Data Incidents. On or around October 2024 and April 2026, Defendant discovered that unauthorized third parties potentially gained access to their computer systems. Plaintiffs allege that Defendant did not adequately protect Private Information and assert claims including negligence, breach of implied contract, and unjust enrichment.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendant denies all other claims made in the Action. By entering into the Settlement, Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely opt out of the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [1-800-xxx-xxxx] or email [email@cptgroup.com].

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members and any individual who timely and validly opts out of the Settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [Website URL] or call the Settlement Administrator's toll-free number at [1-800-xxx-xxxx] or email [email@cptgroup.com].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

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

All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from or on behalf of Defendant. 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, but they will receive a Credit Monitoring enrollment code.

Cash Payment A – Documented Losses. All Settlement Class Members are eligible to submit a claim for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incidents. Documented Losses 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 Incidents; and (iii) the loss was incurred after the date of the Data Incidents. 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 documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. 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 C, provided the Claim was otherwise timely submitted.

Cash Payment B – Lost Time. Settlement Class Members may submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00 per hour, for up to four (4) hours (a total of \$100.00), which shall require the Settlement Class Member to attest the validity of the Class Member's Lost Time Claim and to briefly describe the time spent. Settlement Class Members may elect to submit a Claim for both Cash Payment A and Cash Payment B.

Cash Payment C – Alternative Cash Payment. As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is a cash payment in the amount of

\$50.00. No documentation is required to claim this benefit other than submission of a Valid Claim. Claims for Cash Payment C are subject to an aggregate cap of \$250,000.00. In the event the number of claims for an Alternative Cash Payment exceeds the sum of \$250,000.00, such claims will be reduced on a pro rata basis.

Credit Monitoring. In addition to a Cash Payment, all Settlement Class Members will be sent a code to enroll in two (2) years of CyEx Medical Shield Complete with one (1) credit bureau credit monitoring. Settlement Class Members do not need to submit a Claim but must activate the code sent to them in the Postcard Notice. Further details regarding the automatic enrollment will be available on the Settlement Website.

Remedial Measures. Prior to Final Approval, Defendant will provide Class Counsel with a written and signed confidential declaration regarding the data security measures, including the cost associated therewith, it implemented following the Data Incidents to better protect the Settlement Class's Private Information. The costs of any such security measures on the part of Defendant were paid or will be paid separately by or on behalf of Defendant.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive Cash Payments benefits under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incidents or the issues raised in this case, you must exclude yourself, or opt out, from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim?

You must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address (if applicable) and unique ID and Passcode provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [Website URL]. If by mail, the Claim Form must be postmarked by **[Deadline]**. You may request that a Claim Form be mailed to you by calling [1-800-xxx-xxxx] or by writing to:

Community Connections Data Incidents
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

11. What am I giving up so as to receive Settlement Benefits or to stay in the Settlement Class?

Unless you timely submit an opt-out request to exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement in Section XI describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [Website URL], in the public Court records on

file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Community Connections Data Incidents
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

14. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check the Settlement Website at [Website URL], email [email@cptgroup.com] or contact the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court for an award of attorneys' fees and costs of \$362,500.00. They will also ask the Court to approve a service award in the amount of \$2,500.00 to each of the three named Plaintiffs. If awarded by the Court, attorneys' fees and costs and the service awards will be paid by or on behalf of Defendant. The Court may award less than these amounts.

A copy of Class Counsel's motion for attorneys' fees and costs, and service awards will be made available on the Settlement Website at [Website URL] before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from, or opting out of, the Settlement.

17. How do I get out of the Settlement?

The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class in *Jefferson, et al. v. Community Connections, Inc.*, Case No. 2026-009556-CA-01. The opt-out request must be postmarked and sent to the Settlement Administrator at the following address by [Deadline]:

Community Connections Data Incidents
Attn: Opt-outs
PO Box 19504
Irvine, CA 92623

18. If I opt-out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incidents. You must opt out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member and do not exclude yourself, you may object to the Settlement by mailing a written objection no later than [Deadline].

For an objection to be considered by the Court, the objection must state:

- 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 that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel (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.

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked no later than [Deadline], to the following:

Clerk of the Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Clerk of the Court 11th Judicial Circuit in and for Miami-Dade County, Florida [Address]	Tonyia Johnson Shamis & Gentile, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33136 Scott Edelsberg Edelsberg Law, P.A. 20900 NE 30th Ave, Ste 417 Aventura, FL 33180	David Ross Wilson Elser LLP 1500 K St., NW Suite 330 Washington, DC 20005 Sara McLaughlin Wilson Elser LLP 111 North Orange Ave, Suite 1200 Orlando, FL 32801	Community Connections Data Incidents Attn: Objections PO Box 19504 Irvine, CA 92623

21. What is the difference between objecting and asking to opt-out?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [Date and Time], before Judge [Name] at 11th Judicial Circuit in and for Miami-Dade County, Florida, Department [Department], located at [Court Address].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [Website URL].

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself or opt out, you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or email [email@cptgroup.com].

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE.

EXHIBIT 3

**Must be postmarked or submitted online
NO LATER THAN [Deadline]**

Community Connections Data Incidents
PO Box 19504
Irvine, CA 92623
[Website URL]

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information may have been impacted in the *Jefferson, et al. v. Community Connections, Inc.* data incidents that took place on or around October 2024 and April 2026, and if you did not opt out of the Settlement, you may submit a claim.

The easiest way to submit a claim is online at [Website URL], but you can also complete and mail this Claim Form to the address above.

You may submit a claim for one or more of the following Cash Payment options. In addition, you will automatically receive a code to enroll in Credit Monitoring.

Cash Payment A – Documented Losses. You are eligible to submit a claim for up to \$5,000.00 upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incidents. Documented Losses 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 Incidents; and (iii) the loss was incurred after the date of the Data Incidents. To receive payment for documented losses, you 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 alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will 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 you do not submit documentation supporting a loss, or if the Settlement Administrator rejects your Claim for any reason and you fail to cure the Claim, the Claim will be rejected. If you do not submit reasonable documentation supporting a loss, or if the Settlement Administrator rejects your Claim for any reason and you do not cure it, your Claim will be rejected and deemed as an election of Cash Payment C, provided the Claim was otherwise timely submitted.

Cash Payment B – Lost Time. You may submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of \$25.00 per hour, for up to four (4) hours (a total of \$100.00), which will require you to attest to the validity of the Lost Time Claim and to briefly describe the time spent. You may elect to submit a Claim for both Cash Payment A and Cash Payment B.

Cash Payment C – Alternative Cash Payment. As an alternative to Cash Payment A and Cash Payment B, you may elect to receive Cash Payment C, which is a cash payment in the amount of \$50.00. No documentation is required to claim this benefit other than submission of a Valid Claim. Claims for Cash Payment C are subject to an aggregate cap of \$250,000.00. In the event the number of claims for an Alternative Cash Payment exceeds the sum of \$250,000.00, such claims will be reduced on a pro rata basis.

Credit Monitoring: In addition to a Cash Payment, you will be sent a code to enroll in two (2) years of Medical Shield Complete with one (1) bureau credit monitoring through CyEx. You do not need to submit a Claim but must activate the code sent to you in the Postcard Notice. Further details regarding the automatic enrollment will be available on the Settlement Website following final approval of the settlement.

Claims must be submitted online or mailed by [Deadline]. Use the address at the top of this form for mailed claims.

For more information and complete instructions, visit [Website URL].

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [email@cptgroup.com].

First Name

MI

Last Name

Mailing Address

City

State

ZIP Code

Phone Number

Email Address

CPT ID (Referenced on the notice mailed to you)

Cash Payment

You may elect to receive one or more of the following cash payment options.

1. Cash Payment A – Documented Losses: You can receive reimbursement for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incidents.

Examples of losses may include, but are not limited to: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incidents; and (iii) the loss was incurred after the date of the Data Incidents.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts, personal certifications, declarations, or affidavits alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To receive reimbursement for Documented Losses, provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach copies of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

2. Cash Payment B – Lost Time: If you spent time addressing issues related to the Data Incidents or researching the Data Incidents, you may claim reimbursement at \$25.00 per hour for up to four (4) hours, for a maximum payment of \$100.00. To claim Lost Time, you must attest that your Claim is valid and briefly describe the time spent. You may submit a Claim for both Cash Payment A and Cash Payment B.

To claim reimbursement for Lost Time, round up to the nearest hour and check only one box. By checking a box, you attest that the hours claimed are true and correct.

- ☐ 1 Hour
- ☐ 2 Hours
- ☐ 3 Hours
- ☐ 4 Hours

Date	Description of Lost Time spent dealing with issues related to the Data Incident

3. Cash Payment C – Alternative Cash Payment: As an alternative to Cash Payment A and Cash Payment B, you may elect to receive Cash Payment C, which is a cash payment in the amount of \$50.00. This amount may be reduced on a pro rata basis depending on the number of Valid Claims submitted.

☐ Check this box to receive an Alternative Cash Payment.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [Website URL].

Signature

I declare under penalty of perjury under the laws of the State of Florida that the information provided in this Claim Form is true and correct, that I am eligible to submit a claim in this Settlement, and that I have completed this Claim Form to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

Signature

Date: ____ - ____ - ____
MM DD YYYY

Print Name

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

EXHIBIT 4

**IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

PAUL JEFFERSON, EVELYN SANDS, and
BRIDGETT CONNOR, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

Case No. 2026-009556-CA-01

**[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 over the subject matter 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 or finding 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 in the United States whose Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter.

5. Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

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 only: 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 the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A.

9. The Parties have selected CPT Group, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints CPT Group, Inc. 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. Within 10 days after the date of this Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator, as required by the Settlement Agreement.

11. 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.

12. The Court has carefully reviewed and hereby approves the Notice 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 be sent to the Settlement Class in the manner outlined in the Agreement. The Settlement Administrator shall commence the Notice Program within 30 days following entry of this Order and shall complete the Notice Program no later than 45 days before the initial date set for the Final Approval Hearing, as set forth in the Settlement Agreement.

13. 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. The process to opt-out is set forth in the Agreement and in the Notice. 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 any Final Approval Order and final judgment approving the Settlement.

14. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Agreement and Notice 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.

15. 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 and mail any objections pursuant to the requirements set forth in the Settlement Agreement and Long Form

Notice. To be considered by the Court, objections must strictly comply with those requirements or they will not be considered by the Court.

16. 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 filed or postmarked no later than the Objection Deadline.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Final Approval Hearing will be held in person at the Miami-Dade County Courthouse, 73 W Flagler St, Miami, FL 33130, or by video conference. 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 the Service Awards to the Class Representatives. 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 provide Settlement Class List to Settlement Administrator	Within 10 days of Preliminary Approval Order
Deadline to commence Notice Program	Within 30 days of Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing

Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	14 days before the Opt-Out and Objection Deadline
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 set by a separate notice of hearing

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. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Approval Order.

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

Hon. _____
CIRCUIT COURT JUDGE

EXHIBIT 5

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

PAUL JEFFERSON, EVELYN SANDS, and
BRIDGETT CONNOR, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

Case No. 2026-009556-CA-01

**[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, on _____, 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards (DE# ____);

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 Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A. as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date (DE# ____);

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct mailed Postcard Notice, and by publication of the Settlement Website and toll-free telephone number;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider 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 and Release and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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 is also fair, and the Claim Form is easily understandable.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including, but not limited to, (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.

4. Based on the information presented to the Court, the Claim 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 Settlement Class Member Benefits 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 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 have 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 the number of claims filed, any objections to the Settlement, and the number of opt outs, which indicate a 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 in the United States whose Private Information was impacted as a result of the Data Incidents, including all individuals who were sent a Notice Letter.”

Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

14. _____, _____, and _____ have timely opted-out of the Settlement. These individuals will not be bound by the Agreement or the Releases contained therein.

15. The Court has considered any and all objections to the Settlement and finds that the Settlement remains fair, reasonable, and adequate.

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

17. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties release and forever discharge the Released Parties from any and all Released Claims as defined in the Agreement.

18. Class Counsel is awarded \$_____ for attorneys' fees and costs. Under applicable Florida precedent, the requested attorneys' fees and costs are reasonable. *See, e.g., Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995). The requested attorneys' fees and costs shall be paid in accordance with the Agreement.

19. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each. The Service Awards shall be paid in accordance with the Agreement.

20. Plaintiffs and all Settlement Class Members and Releasing Parties, and people 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.

21. 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.

22. 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 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.

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

DONE AND ORDERED in Chambers in Miami-Dade County, Florida on _____, 2026.

HON. _____
CIRCUIT COURT JUDGE

EXHIBIT B

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IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2026-009556-CA-01

**PAUL JEFFERSON, EVELYN SANDS, and
BRIDGETT CONNOR**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

**JOINT DECLARATION OF CLASS COUNSEL
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

We, Scott Edelsberg of Edelsberg Law, P.A. and Tonyia Johnson of Shamis & Gentile P.A., pursuant to Fla. Stat. § 95.525, hereby declare as follows:

1. We are Counsel for Plaintiffs and proposed Class Counsel for the Settlement Class in this Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. 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.¹

2. This Action concerns two (2) data security incidents impacting Defendant's systems. On October 21, 2024, Defendant experienced a ransomware incident (the "2024 Data Incident"). (SA, ¶ 1). After an investigation, Defendant determined that certain files may have

¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement ("SA" or "Settlement"), attached as **Exhibit A** to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

been accessed without authorization and, on or around August 22, 2025, sent out notice letters to potentially impacted individuals. (*Id.*). Thereafter, on April 4, 2026, Defendant experienced a second data security incident by a different threat actor (the “2026 Data Incident,”) (together, with the 2024 Data Incident, the “Data Incidents”). (*Id.*).

3. After several lawsuits were filed against Defendant, the Parties agreed to conserve resources and focus their efforts on settlement. Following a mediation overseen by an experienced data privacy mediator, the Parties reached an agreement in principle to resolve all claims related to the Data Incidents.

4. In advance of mediation, Plaintiffs requested, and Defendant provided, informal discovery including information related to, among other things, the nature and cause of the 2024 Data Incident, the number and geographic location of individuals impacted by the 2024 Data Incident, and the specific type of information potentially accessed.

5. On April 8, 2026, Plaintiffs’ counsel learned that Defendant experienced the 2026 Data Incident. Shortly thereafter, and following careful review and investigation, Plaintiffs moved for leave to amend their operative complaint to add additional allegations concerning the 2026 Data Incident to ensure complete relief and adjudication of all claims for all putative class members in a single proceeding. On April 22, 2026, the unopposed motion for leave to amend was granted, and Plaintiffs filed their Amended Consolidated Complaint on April 27, 2026.

6. On April 29, 2026, the Parties participated in a full-day mediation with Judge Jones. After arms-length negotiations between experienced counsel, the Parties reached an agreement on the material terms of this proposed classwide Settlement. During these confidential negotiations, it was determined federal court jurisdiction was improper and that jurisdiction and venue was proper in this Court. Consequently, Plaintiffs dismissed the federal action and filed this Action.

The Complaint alleges claims against Defendant arising out of the Data Incidents for negligence/negligence *per se*, breach of implied contract, and unjust enrichment on behalf of a proposed national class.

7. It is our opinion that the Settlement is an excellent result for the Settlement Class and provides a comprehensive benefits package to the Settlement Class.

8. The Parties did not discuss attorneys' fees, costs, and Service Awards until after they reached agreement on all material Settlement terms.

9. The Settlement was reached in the absence of collusion and is the result of good faith, informed, and extensive arm's-length negotiations between competent and experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of this Action.

10. Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. As can be seen from their respective resumes, attached hereto as **Exhibit 1** and **Exhibit 2**, Class Counsel have significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country. This experience proved beneficial to Plaintiffs and the Settlement Class during Settlement negotiations.

11. Class Counsel have devoted substantial time and resources to vigorously prosecute this Action and will continue to do so. Specifically, we have evaluated the claims; prepared comprehensive pleadings; propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incidents, the number and geographic location of individuals potentially impacted by

the Data Incidents, and the specific type of information impacted; and participated in the mediation that ultimately resulted in this Settlement.

12. Certification of the Settlement Class is warranted because the requirements of Florida Rule of Civil Procedure (“Rule”) 1.220 are satisfied for settlement purposes. As to Rule 1.220(a), there are over 20,000 Settlement Class members (numerosity), all of whom have the same claim for which the court would decide common issues of fact and law centered on whether Defendant’s security environment was adequate to protect the Settlement Class’ Private Information (commonality); Plaintiffs’ claims are the same as the rest of the Settlement Class Members’ claims and Plaintiffs are not subject to any unique affirmative defenses (typicality); and Plaintiffs and Class Counsel have zealously litigated the claim, secured substantial relief, and have no conflicting interests to the Settlement Class, and Class Counsel has extensive experience litigating data breach class actions (adequacy).

13. As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, for settlement purposes, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every Settlement Class Member shall receive relief without the need for numerous (and duplicative) individual cases (superiority).

14. Plaintiffs are adequate representatives of the Settlement Class because they have cooperated with Class Counsel and assisted in providing important information in the preparation of the complaints filed in this Action. Plaintiffs have also diligently and adequately prosecuted this Action by, among other things, reviewing filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, reviewing the Agreement, and accepting the classwide Settlement. Plaintiffs are committed to continue prosecuting this Action through Final Approval and protecting the interests of the Settlement Class.

15. For settlement purposes, the common issues of fact and law predominate, as there are no individual issues precluding class treatment.

16. Class treatment is the best method of adjudication for settlement purposes, as seen in the fact that every Settlement Class member shall receive relief without the need for numerous (and duplicative) individual cases. Each member's claims would be for a relatively small dollar amount such that they would not be interested in filing separate actions and it is desirable to adjudicate all claims in one forum. Class Counsel is unaware of any other litigation than the Action.

17. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs. Class Counsel will apply to the Court for an award of attorneys' fees and costs of up to \$362,500.00. Class Counsel will formally request attorneys' fees and costs through an application that will be filed no less than 45 days before the original date set for the Final Approval Hearing with the Motion for Final Approval. The Settlement is not contingent on approval of the requests for attorneys' fees, costs, or Service Awards, and if the Court grants amounts other than what was requested, the remaining provisions of the Agreement will remain in full force and effect.

18. The Released Claims discharged against the Released Parties in the Agreement are appropriately tailored and are claims arising out of or relating to the Data Incidents.

19. With the Court's approval, the Parties agree to use CPT Group, Inc. for purposes of disseminating Notice and administering the Settlement. CPT Group is a well-respected and reputable third-party administrator that was mutually selected by the Parties and has significant experience with data breach class action settlements. CPT Group is highly qualified to manage the entire settlement administration process. Class Counsel and Defendant's Counsel will oversee CPT Group.

20. Class Counsel are confident the Settlement warrants the Court's Preliminary Approval. Its terms are not only fair, reasonable, adequate, and in the best interests of the Settlement Class, but also are an extremely favorable result with substantial benefits. The Agreement provides significant and concrete benefits to the Settlement Class.

21. Class Counsel and Defendant's Counsel have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the Settlement fairly resolves their respective differences.

22. The risks, expense, complexity, and likely duration of further litigation support preliminary approval of the Settlement. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay.

23. Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this matter proceeded to trial. However, Class Counsel are also pragmatic and understand the legal uncertainties associated with continued litigation, which would be lengthy and expensive. Accordingly, a class action is the superior method of adjudicating this case.

24. Data breach litigation is often difficult and complex. Recovery, if any, by any means other than settlement would require additional years of litigation and possibly an appeal. Without the Settlement, the Parties faced the possibility of litigating this Action through the completion of fact discovery, class certification, expert discovery, summary judgment, trial, and appeals, which would be complex, time-consuming, and expensive. Continued litigation could impede the successful prosecution of these claims at trial and in an eventual appeal, resulting in zero benefit to the Settlement Class. Further, since the Court had not yet certified a class at the time the Agreement was executed, it is unclear whether certification would have been granted. Briefing class certification would have required the Parties to expend significant resources.

25. Although the Parties entered into a Settlement relatively early in litigation, the Parties had sufficient visibility into the strengths and weaknesses of their respective cases. Further, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

26. Under the circumstances, the Settlement represents a highly favorable compromise that balances the merits of Plaintiffs' claims and the likelihood of succeeding at trial and on appeal with the attendant risks. The inherent uncertainty in litigation presents a risk to Plaintiffs of expending time and money on this case with the possibility of no recovery at all for the Settlement Class.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Miami, Florida on July 7, 2026.

/s/Tonyia Johnson

Tonyia Johnson

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Aventura, Florida on July 7, 2026.

/s/ Scott Edelsberg

Scott Edelsberg

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EXHIBIT 1



SHAMIS & GENTILE, P.A.

CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, New Jersey, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the District of Arizona; District of Colorado; District of Connecticut; Middle, Northern, and Southern Districts of Florida; Middle, Northern, and Southern Districts of Georgia; Central, Northern, and Southern Districts of Illinois; Southern District of Indiana; Eastern and Western Districts of Michigan; Eastern District of Missouri; District of Nebraska; Eastern, Northern, Southern, and Western Districts of New York; Northern and Southern Districts of Ohio; Eastern,

Northern, and Western Districts of Oklahoma; Eastern and Middle Districts of Tennessee; Eastern, Northern, Southern, and Western Districts of Texas; and the Eastern and Western Districts of Washington.

Mr. Shamis' practice focuses exclusively on Consumer Protection Class Action Litigation, Mass Torts, Personal Injury Protection, Mass Arbitration, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Leanna Loginov is a partner at Shamis & Gentile, P.A. and leads the firm's Data Privacy department. Ms. Loginov's practice primarily focuses on protecting individuals impacted by data breaches by ensuring their highly sensitive personal and health-related information is safeguarded. Ms. Loginov represents clients in federal and state courts across the nation. Ms. Loginov's work has helped consumers recover millions of dollars.

Tonya Johnson is an attorney at Shamis & Gentile, P.A., and practices in the firm's class action department. Ms. Johnson dedicates her practice to consumer protection, representing individuals nationwide in matters involving deceptive and unfair business practices. Ms. Johnson plays an integral role in a wide range of complex litigation matters, including insurance disputes, consumer fraud, and data privacy violations.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Oh. 2023) (\$6,500,000.00 Class Settlement)
- *Angell v. GEICO Advantage Insurance Company*, No. 4:20-CV-00799 (S.D. Tex. 2024) (\$33,000,000 Class Settlement)
- *Arevalo v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000 Class Settlement)
- *Bobo v. Clover Network, LLC*, No. 2023CH000168 (DuPage County, Ill. 2024) (\$15,000,000 Class Settlement)
- *Brown v. Progressive Mountain Ins. Co.*, No. 3:21-cv-00175 (N.D. Ga. 2025) (\$43,000,000 Class Settlement)
- *Bruin v. Bank of America, N.A.*, Case No. 1:21-cv-02272 (S.D.N.Y. 2024) (\$8,000,000 Class Settlement)
- *Davis v. Geico Casualty Company*, No. 19-cv-02477 (S.D. Oh. 2023) (\$5,756,500 Class Settlement)
- *DeFranks v. Nastygat.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000 Class Settlement)

- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla. 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000 Class Settlement)
- *In re: GEICO General Insurance Co.*, No. 4:19-cv-03768 (N.D. Cal. 2022) (\$19,500,000 Class Settlement)
- *Jacques v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct. 2021) (\$6,000,000 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000 Class Settlement)
- *Johnson v. American Family Insurance Company*, No. 24SL-CC00378 (St. Louis County, Missouri 2024) (\$22,000,000 Class Settlement)
- *McPheeters v. United Serv. Auto. Ass'n & Garrison Prop. & Cas. Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas v. LM General Insurance Company*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083 Class Settlement)
- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Oh. 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Perry v. Progressive Michigan Ins. Co.*, No. 2022-971-CK (Washtenaw Cnty. Cir. Ct.

Mich. 2024) (\$61,000,000 Class Settlement)

- *Sellers v. Bleacher Report, Inc.*, No. 2024-003537-CA-01 (Fla. 11th Cir. Ct. 2024) (\$4,800,000 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South v. Progressive Select Ins. Co.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)
- *Reynolds v. Progressive Direct Ins. Co.*, No. 5:22-cv-00503 (N.D. Ala. 2025) (\$30,750,000 Class Settlement)
- *Volino v. Progressive Casualty Ins. Co.*, No. 1:21-cv-06243 (S.D.N.Y. 2025) (\$48,000,000 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

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EXHIBIT 2

EDELSBERG **LAW**

MIAMI

20900 NE 30TH AVE #417 AVENTURA, FL 33180
786 289 9471 | EDELSBERGLAW.COM



SCOTT EDELSBERG

PARTNER

E: scott@edelsberglaw.com

O: 310-438-5355

C: 305-975-3320

Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have lead to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action

ABOUT US

THE EDELSBERG LAW PROMISE

OUR MISSION

SETTLEMENTS

Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

Defranks V. Nastygat Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WL 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020, Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casualty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlement for \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automotive Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).



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Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
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Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP, where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

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