

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 FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

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

The Court granted Preliminary Approval of the Settlement on July 17, 2026, which provides for substantial Settlement Class Member Benefits, including: (1) up to \$5,000.00 per

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

Settlement Class Member for Documented Losses related to the Data Incidents; (2) reimbursement for lost time spent remedying issues related to the Data Incidents at a rate of \$25.00 per hour for up to four hours (\$100.00 total); (3) an alternative cash payment of \$50.00 per Settlement Class Member; and (4) two years of one-bureau credit monitoring through CyEx for each Settlement Class Member. In addition to those benefits, the Defendant is also obligated to separately pay, or cause to be paid, Settlement Administration Costs, and Court-approved attorneys' fees, costs, and Service Awards, none of which will reduce the value of the Settlement Class Members' benefits. When the Court granted Preliminary Approval, it found the Settlement to be within the range of reasonableness for Final Approval and that class certification requirements were met.

Plaintiffs and Class Counsel now move the Court for Final Approval and apply for attorneys' fees and costs to Class Counsel and for Service Awards for the Class Representatives. The Settlement meets all the criteria for Final Approval. As of the filing of this motion, there are no objections, and zero Settlement Class Members have opted-out. *Admin. Decl.* ¶¶ 25-26. The absence of any objections or opt-outs further supports the Court's initial conclusion that the Settlement is fair, reasonable, and adequate. *Preliminary Approval Order* ¶ 3. The Parties' counsel fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and they believe the proposed Settlement fairly resolves their differences. *Joint Decl.* ¶ 3. For the reasons set forth herein, the Court should grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION AND PROCEDURAL HISTORY

Defendant is a behavioral health agency based in Washington, D.C. that provides mental health and clinical housing services. In connection with its business, Defendant collects and maintains individuals' Private Information, including personally identifiable information ("PII")

and protected health information (“PHI”). *See Complaint generally.*

On October 21, 2024, Defendant experienced a ransomware incident (the “2024 Data Incident”). *Agreement* ¶ 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 the 2024 Data Incident, a number of lawsuits were filed in federal court against Defendant relating to the 2024 Data Incident. *Joint Decl.* ¶ 5. 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.* ¶ 6. 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.* ¶ 7.

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 data privacy mediator, Judge David E. Jones (Ret.), of Resolute Systems, LLC (“Judge Jones”). *Id.* ¶ 8. The federal 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 Data Incidents, the number and geographic location of individuals impacted by the Data Incidents, and the specific type of information potentially accessed. *Id.* ¶ 9. On April 8, 2026, Plaintiffs’ counsel learned that Defendant experienced the 2026 Data Incident. *Id.* ¶ 10. 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. *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.* ¶ 11. 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.* ¶ 12. Plaintiffs filed the Motion for Preliminary Approval on July 7, 2026, and the Court granted the motion on July 17, 2026. *Id.* ¶ 14.

II. SUMMARY OF THE SETTLEMENT

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

Agreement ¶ 52.

B. Settlement Class Member Benefits

1. 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 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.*

2. **Cash Payment B – Lost 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 the validity of the Class Member's Lost Time Claim and 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.*

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. *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 Cash Payment C exceeds the sum of \$250,000.00, such claims will be reduced on a pro rata basis. *Id.*

D. **Credit Monitoring** - In addition to selecting one 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.*

E. **Release of Claims** – In consideration for the Settlement Class Member Benefits, Plaintiffs and Settlement Class Members agree to release Defendant from claims related to the Data Incidents. *Id.* ¶¶ 95-97. The Releases are narrowly tailored to the claims made in the Action. *Id.* 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.* ¶ 72.

F. **Notice Program**

Following Preliminary Approval, the Settlement Administrator, CPT Group, Inc., effectuated the Notice Program in accordance with the Parties' Agreement and the Court's Preliminary Approval Order. *Admin. Decl.* ¶¶ 3-5, 12. The Notice Program consisted of a Postcard Notice with a tear-off Claim Form. *Id.*; *Agreement* ¶ 68.

On July 15, 2026, Counsel for Defendant provided CPT Group, Inc. with the data file containing known Settlement Class Member names and mailing addresses. *Admin. Decl.* ¶ 4. Upon receipt of the Class List, CPT Group, Inc. "scrubbed" the data to ensure it was in proper format for distributing the Postcard Notice via U.S. Mail. In an effort to ensure that the Notice would be delivered to Settlement Class Members, CPT Group, Inc. compared the address data against the United States Postal Service ("USPS") National Change of Address ("NCOA") database and updated the data to a Settlement-specific database with the changes received from NCOA. *Id.* ¶¶ 5, 12.

On August 17, 2026, CPT Group, Inc. mailed the Postcard Notice to 20,686 Settlement Class Members with valid U.S. mailing addresses. *Id.* ¶ 12. The Postcard Notices advised Settlement Class Members of their rights to submit a claim, request exclusion from the settlement, object to the settlement, or do nothing, and the implications of each such action.

As of September 4, 2026, USPS has returned 53 of the mailed Postcard Notices. *Id.* ¶ 13. For mailings returned without a forwarding address, CPT Group, Inc. undertook an advanced address search (i.e., skip trace) using Accurant, a reputable research tool owned by Lexis-Nexis. *Id.* As a result of these efforts, 30 returned Postcard Notices were successfully re-mailed to updated addresses or the forwarding addresses provided by USPS, while 24 Notices were ultimately deemed undeliverable because no updated address could be located. *Id.* ¶¶ 14-15.

On August 17, 2026, CPT Group, Inc. published and continues to maintain a dedicated

Settlement Website at <https://www.ccdaincident.com>. *Id.* ¶ 12. The Settlement Website contains important dates, deadlines, and Settlement-related documents, including the Settlement Agreement and Release, the Long Form Notice, the Preliminary Approval Order, and a downloadable version of the Notice of Class Action Settlement, and Claim Form.

A Settlement-specific toll-free telephone number was included in the notice and on the website. *Id.* ¶ 6. The system is accessible 24 hours a day, seven days a week, and will remain in operation throughout the Settlement Administration. *Id.* The toll-free telephone number included in the notice and on the website is 1-888-506-1361. *Id.* This telephone number is active and has been available to the public since August 17, 2026. *Id.*

Overall, the Notice Program was highly effective and satisfied the requirements of due process to the Settlement Class as is required by the Florida Constitution. The Notice Program achieved an overall direct mail reach of approximately 99.88%. *Id.* ¶ 16. The efforts undertaken in the Notice Program are consistent with best-practicable, Court-approved notice programs in similar matters. Further, this reach rate exceeds the Federal Judicial Center's guidelines concerning appropriate reach, which state that a notice plan that reaches a minimum of 70% of targeted class members is reasonable.

G. Claim Submission Process - To receive Settlement Class Member Benefits, Settlement Class Members are required to accurately and timely submit Claims through the Court-approved Claim Form by the Claim Form Deadline, which is October 6, 2026. Preliminary Approval Order ¶ 18. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form. *Agreement* ¶ 71. As of September 4, 2026, CPT Group, Inc. has received 122 Claim Form submissions. *Admin. Decl.* ¶ 18. Because the Claim Form Deadline has not yet passed, these

numbers are preliminary and will increase. *Id.* ¶ 19. CPT Group, Inc. will continue to process Claim Forms through the Claim Form Deadline. *Id.* The Settlement Administrator will review all Claim Forms to determine their validity, eligibility, and the type and amount of Settlement Class Member Benefit to which the Settlement Class Member may be entitled. *Agreement* ¶ 78. The Settlement Administrator will distribute Cash Payments to Settlement Class Members who submitted Valid Claims no later than 60 days following the Effective Date. *Id.* ¶ 86. 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. *Id.* ¶ 87. Class Counsel will update the Court at the Final Approval Hearing with the total number of Claims filed.

H. Opt-Outs and Objections - The deadline to opt-out or object is September 21, 2026. *Admin. Decl.* ¶ 24. As of September 4, 2026, there have been no objections and zero opt-outs. *Id.* ¶¶ 25-26.

I. Attorneys' Fees, Costs, and Service Awards - After the Parties agreed on all material terms of the Settlement, they discussed attorneys' fees, costs, and the Service Awards. *Joint Decl.* ¶ 31. The Parties negotiated and Defendant agreed to separately pay, or cause to be paid, attorneys' fees, including all litigation costs and expenses, in an amount of up to \$362,500.00. *Id.* *Agreement* ¶ 93. The Notices all advised the Settlement Class that Class Counsel would be seeking attorneys' fees and costs in that amount. *Agreement, Exhibits 1-2.* Payment of attorneys' fees and costs will not impact the amount paid to Settlement Class Members who claim any of the Cash Payments, nor will it impact the Credit Monitoring. *Id.* Further, the Parties agreed Class Counsel would request a Service Award for each Class Representative in an amount of up to \$2,500.00 each (\$7,500.00 total). *Agreement* ¶ 92. Likewise, the Notices advised the Settlement Class about the amount of the Service Awards. *Id., Exhibits 1-2.* As indicated above, there have

been no objections by any of the Settlement Class Members to the amounts requested.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

To finally approve the Settlement on a classwide basis, the Florida Rules of Civil Procedure require notice to the Settlement Class, a fairness hearing, and this Court's final approval. "Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (internal quotation omitted). "There is a strong judicial policy favoring the pretrial settlement of class actions." *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at *4 (S.D. Fla. Sept. 14, 2015); *see also In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action lawsuits"); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement").²

A. The Settlement is Fair, Reasonable, and Adequate

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. Preliminary Approval Order ¶ 3. At the Final Approval Hearing, after Notice to the Settlement Class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the Settlement "is fair, adequate, and reasonable and is not the product of collusion between the parties." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted). *See also Nelson v. Wakulla*

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

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

The factors a trial court should consider when determining whether to approve a class action settlement include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson*, 985 So. 2d at 570; *Silva v. U.S. Century Bank*, 2014 Fla. Cir. LEXIS 48275 (Fla. 11th Jud. Cir. Nov. 10, 2014). The Eleventh Circuit Court of Appeals has also identified factors used by Florida courts to evaluate settlements,³ which again favor the settlement here. *See Leverso*, 18 F.3d at 1530 n.6. Each of these factors favor granting Final Approval here.

1. The likelihood of success at trial

³ The factors are: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994).

While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks had they continued to litigate the Action,⁴ which include Defendant successfully: (i) moving for dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. *Joint Decl.* ¶ 18. Moreover, even if a litigation class were certified and Plaintiffs prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals. *Id.* ¶ 21. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their money and the non-monetary benefits now. *Id.* ¶ 23.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, No. 1:14-md-02583, 2016 WL 6902351, at *6 (N.D. Ga. Aug.

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

23, 2016) (“[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

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

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

The risk of establishing damages in this Action was not insignificant. *Joint Decl.* ¶ 20. Indeed, there is no assurance that a jury or the Court would find in favor of the Settlement Class and awarded the full amounts claimed as owed. *Id. See, e.g., Southern Independent Bank v. Fred’s, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs’ view, remain untested in a disputed class certification setting and unproven in front of a jury.

Class Counsel vigorously advocated for the Settlement Class Members in this Action and

believe the Settlement is in the best interest of the Settlement Class. *Joint Decl.* ¶ 24. These benefits include Cash Payment A for Documented Losses of up to \$5,000.00 per Settlement Class Member, Cash Payment B for Lost Time of up to \$100.00 per Settlement Class Member, Cash Payment C as an Alternative Cash Payment of \$50.00 per Settlement Class Member, as well as Credit Monitoring for each and every Settlement Class Member. Agreement ¶¶ 59-60. These benefits have a collective value of millions of dollars. *Joint Decl.* ¶ 16. The Settlement offers substantial Settlement Class Member Benefits that favorably compare with similar data breach class actions. *Id.* ¶ 22.

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. *Id.* ¶ 23. It ensures Settlement Class Members with Valid Claims will receive certain compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial. *Id.* Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

3. The complexity, expense, and duration of litigation

Given the “particularly risky, expensive and complex” nature of data breach cases, *see* footnote 4, *supra*, litigating these claims further would have undoubtedly proven difficult and consumed even more significant time, money, and judicial resources. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. *Id.* ¶ 22; *Lee*, 2015 WL 5449813, at *9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) (“Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this...factor weighs strongly in favor of granting final approval to the Settlement Agreement.”)). In contrast,

the Settlement saves the Court and the Parties' resources and provides immediate relief to the Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

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

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

4. The substance and amount of opposition to the Settlement

The Settlement Class fully endorses and supports the Settlement. *Joint Decl.* ¶ 26. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. *Id.* As of the date of the filing of this motion, zero Settlement Class Members have opted-out or objected. *Id.*; *Admin. Decl.* ¶¶ 25-26. The deadline to opt-out of or object to the Settlement is September 21, 2026 (30 days before the Final Approval Hearing). *Preliminary Approval Order* ¶ 18. Should any objections be timely and properly submitted, Class Counsel will notify the Court before the Final Approval Hearing. The same is true if anyone else opts-out.

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

Courts consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case

before negotiating.” *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of informal discovery and a mediation session, between parties that litigated the same issues in parallel in federal court. *Joint Decl.* ¶ 27. Based upon Class Counsel’s experience, this was an appropriate time to negotiate a classwide settlement. *Id.*

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

B. The Notice Program Was the Best Notice Practicable

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

full compliance with the Court's instructions in the Preliminary Approval Order and the requirements in the Settlement Agreement.

IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED

Plaintiffs and Class Counsel jointly request entry of a Final Approval Order certifying the Settlement Class for settlement purposes only pursuant to Fla. R. Civ. P. 1.220(a)(2) and (3). The Court has already preliminarily certified the Settlement Class. *Preliminary Approval Order* ¶ 4. For the reasons discussed below, Plaintiffs and Class Counsel urge the Court to make a final determination that the Settlement Class meets the standards for class certification for settlement purposes only. Defendant does not oppose certification of the Settlement Class for settlement purposes only.

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

Numerosity: The movant must demonstrate that the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied for settlement purposes. There are approximately 20,889 members of the Settlement Class.

Agreement ¶ 2. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each of the Settlement Class Members file suit and move to consolidate their suits into this Action concerning the same legal issues.

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

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

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

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

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

satisfies the typicality requirement is whether the class representative possesses the

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

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

Adequacy: The movant must demonstrate the representative party can fairly and adequately protect and represent the interests of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(4).

This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent. A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative's interests are antagonistic to the interests of the class members.

Sosa, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here for settlement purposes only because the Class Representative and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See Joint Decl.* ¶ 49. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context. *See Firm*

Resumes attached as Exhibits 1-2 to the Joint Declaration of Class Counsel.

Predominance: “To meet the requirements of rule 1.220(b)(3), the party moving for class certification must establish that the class members’ common questions of law and fact predominate over individual class member claims.” *Sosa*, 73 So. 3d at 111 (quoting Rule 1.220(b)(3)). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Id.* (internal citations omitted). Here, for settlement purposes only, Plaintiffs assert the questions of law and fact common to all members of the Settlement Class substantially outweigh any possible issues that are individual to each member of the Settlement Class.

Superiority: Finally, Rule 1.220(b)(3) superiority requirement is met for settlement purposes only. “[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy.” *Id.* Resolution of the claims of approximately 20,889 Settlement Class Members in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class Members are not interested in prosecuting their own claims. *Id.* Class Counsel is unaware of any other litigation against Defendant arising from the Data Incidents. *Id.* It is desirable to litigate the claims in this Court given Defendant’s connection to this jurisdiction, and because the causes of action accrued in Florida, and manageability is no concern in the context of class settlement approval. *Id.*

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

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

Class Counsel respectfully requests a \$2,500.00 Service Award for each Class Representative to compensate them for their work in filing the Action and facing the risks

associated with serving as representative. *Agreement* ¶ 92. The Service Awards are to be paid by or on behalf of Defendant separate and apart from the Settlement Class Member Benefits. *Id.* In prosecuting this action, the Class Representatives expended time and effort and took significant financial and reputational risks for the benefit of the putative class. *Joint Decl.* ¶¶ 29-30. This imposed a burden on them out of proportion to their individual stakes in the matter. No objections have been asserted to the Service Awards. *Admin. Decl.* ¶ 26.

Class Counsel also respectfully requests the Court award up to \$362,500.00 in attorneys' fees and litigation costs. *Joint Decl.* ¶ 31. Following receipt of Notice, no Settlement Class Member has objected to the amount of attorneys' fees requested. *Admin. Decl.* ¶ 26. Class Counsel's request is within the range of reasonableness under established Florida law, as it was calculated by analyzing Class Counsel's lodestar and applying a contingency risk multiplier. For the reasons set forth below, the requested attorneys' fees are more than reasonable when compared to the time and effort devoted to the prosecution of the Action and the results achieved through the Settlement. These costs were reasonably and necessarily incurred in an effort to effectively litigate Plaintiffs' claims and negotiate and execute the Settlement Agreement. *Joint Decl.* ¶ 37.

A. Service Award for The Class Representative.

The Court should approve a \$2,500.00 Service Award to each Class Representative, as the amount is just, fair, and reasonable and Defendant does not oppose such award. Under Florida law, service awards in class actions are appropriate as compensation for the fact that class representatives are "identified as a class litigant in public records...[are] subject to fiduciary duties [and] may be deposed and required to produce records" and must engage in the litigation proceedings. *Altamonte Springs Imaging, L.C.*, 12 So. 3d at 857 (affirming \$10,000 award because being a class representative "is less an honor than a headache"). *See also Holt v. HHH Motors*,

LLP, No. 16-2012-CA-010179, 2015 WL 14085461, at *2 (Fla. 4th Jud. Cir. June 17, 2015) (approving the payment of \$5,000.00 to both of the named plaintiffs as an incentive award for their actions and contributions to the litigation).

The Class Representatives have actively followed this matter even prior to the complaint being filed and have made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and answering Class Counsel's many questions. *Joint Decl.* ¶ 29. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and are reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved. *Id.*

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

Pursuant to the Settlement Agreement, and consistent with recognized class action practice and procedure, Plaintiffs respectfully request an award of attorneys' fees and litigation costs totaling up to \$362,500.00, to be paid separate and apart from other Settlement Class Member Benefits made available under the Agreement. Plaintiffs and Defendant negotiated and reached agreement regarding attorneys' fees, costs, and expenses only after reaching agreement on all other material Settlement terms. *Joint Decl.* ¶ 31. The requested fee is within the range of reasonableness under established Florida law. For the reasons detailed herein, Plaintiffs submit that the requested fee is appropriate, fair, and reasonable and respectfully requests that it be approved by the Court.

In a class action case, "the trial court should have broad discretion to determine whether the fees requested ... are fair and reasonable in order to protect the interests of the class members."

Nelson v. Wakulla Cnty., 985 So. 2d 564 (Fla. 5th DCA 2008). To calculate the fee award, the Court should examine Class Counsel's lodestar (the hours reasonably expended at appropriate hourly rates), enhanced by a contingency risk and/or results achieved multiplier. In *Kuhnlein*, the Court identified the various factors for determining the reasonableness of the attorneys' fees:

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

Id. at 323 n.5; *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the attorneys' fees requested in this Action, applying a contingency risk multiplier of approximately 2.1 which the Florida Supreme Court recognized in *Kuhnlein* should be applied "in recognition of the substantial benefit class counsel conferred upon the class members." 662 So. 2d at 315.

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

Prosecuting and settling the Action demanded considerable time, labor, and skill. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful accessibility of Plaintiffs' and Settlement Class Members' information, interviewing potential clients; evaluating the potential class representatives; contributing to the evaluation of the merits of the Action before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the relevant notices of settlement, the Motion for Preliminary Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our class representatives. *Joint Decl.* ¶ 35. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id.*

"[P]rosecution and management of a complex national class action requires unique legal skills and abilities." *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for data breach litigation. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped."); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954 (E.D. Pa. Sep. 24, 2019) ("This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare."). The Court in *In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 (N.D. Cal. Sep. 13, 2011) has noted that "many [data breach class actions] have been dismissed at the pleading stage."

Further, as explained *supra*, the Action presented complex questions of law and fact. *See* n.4, *supra*. As a result, the Settlement Class may never have secured relief, financial or otherwise,

absent this Settlement. Without reaching a swift settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation. Accordingly, the requested attorneys' fee award considers the novel, complex, and difficult nature of data breach class action cases, and appropriately compensates Class Counsel's ability to resolve this matter efficiently while achieving an excellent result for the Settlement Class in a timely manner.

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

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

This Action has required substantial time and labor from the attorneys. *Id.* ¶ 35. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Class Counsel's ability to work on other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation.

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

Class Counsel have significant and unique legal experience in consumer class action litigation, and data breach litigation specifically. *Id.* ¶ 2. The hourly rates charged by Class Counsel are within the range of hourly rates that have been approved by Florida courts and elsewhere in

the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. *Id.* ¶ 45. *See, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, No. 6:17-cv-890-PGB-LRH, 2021 WL 1186811, at *4 (M.D. Fla. Mar. 19, 2021) (approving rate of \$800 for partners and \$458 for associates and paralegal rates of \$150 and \$195 in recognition that “[c]ommercial class action law is sufficiently specialized that it should be considered a national market”); *Jackson v. Wendy’s Int’l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorneys’ fees utilizing lodestar crosscheck with rates of up to \$950.00 for partners and \$575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving partner rates of \$950.00 and \$717.00 for associate); *Mitchael v. 301 Scrubs Investors LLC*, No. CACE26000716 (Fla. Cir. Ct., 17th Jud. Cir., Broward Cty. 2026) (approving partner rates of \$1,050.00 and \$750.00 for associates). Given the experience, reputation and skills of Class Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Courts around the country have approved these rates. *Joint Decl.* ¶ 45.

Class Counsel’s lodestar (hours x hourly rates) is \$175,750. *Id.* ¶ 36.⁵ Class Counsel will spend more time following Final Approval assisting the Settlement Administrator with distribution of the Cash Payments and attending to other Settlement administration matters.

As noted above, it would not be unreasonable for Class Counsel to seek a multiplier up to five times the lodestar amount. *See Kuhnlein*, 662 So. 2d at 313–15. Here, Class Counsel request a 2.1 multiplier, which is justified in light of the fact that Class Counsel rendered service without

⁵ This amount does not include an estimated 25 hours that Class Counsel will spend preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier. *See Joint Decl.* ¶ 39.

compensation, achieved an excellent result, and offered extremely reasonable billing rates given their experience. *See Joint Decl.* ¶¶ 33, 38, 40. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. *Id.* ¶ 40. The financial risks borne by Class Counsel fully support the fee requested. *Id.* Other courts have awarded fees in data breach and data privacy cases relying on risk multipliers in the excess of the multiplier Class Counsel request here. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *39-40 (N.D. Ga. Mar. 17, 2020) (finding multiplier of 2.62 reasonable and within the typical range); *In re Facebook Biometric Info. Priv. Litig.*, 2022 WL 822923, at *1-*2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy case); *see also Martin v. Lake Cty.*, No. 2009-CA5295, 2016 Fla. Cir. LEXIS 2272, *24 (quoting *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla 2007)) (“Florida’s lodestar analysis is patterned after, ‘lodestar multipliers in larger and complicated class actions range from 2.26 to 4.5, while three appears to be the average.’”); *Roberts v. Capital One, N.A.*, No. 16 Civ. 4841 (LGS), (S.D.N.Y. Decl. 20, 2020) (awarding of 30% of the settlement fund or \$5,100,000, resulting in a 2.22 multiplier). The requested attorneys’ fee award sought here is squarely in line with fee awards approved in other data breach class action cases.

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

This Action raised issues of genuine importance to approximately 20,889 current and former employees and patients of Defendant who were affected by the Data Incidents. Because of the significant risks associated with this Action and potential barriers faced by the Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class that included (1) Cash Payment A for Documented Losses of up to \$5,000.00 per Settlement Class Member; (2) Cash Payment B for Lost Time of up to \$100.00 per Settlement Class Member; (3) Cash Payment C as an

Alternative Cash Payment of \$50.00 per Settlement Class Member; and (4) Credit Monitoring for all Settlement Class Members. *Agreement* ¶¶ 59-60.

Indeed, the result here demonstrates why the requested fee award is reasonable. The result achieved is a major factor to consider in making a fee award. *Kuhnlein*, 662 So. 2d at 315. *See also Hensley v. Eckerhart*, 461 U.S. 424, 436, (1983) (“critical factor is the degree of success obtained”); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1342 (S.D. Fla. 2007); *Behrens*, 118 F.R.D. at 547–48 (“The quality of work performed in a case that settles before trial is best measured by the benefit obtained.”).

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

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

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance. *See Joint Decl.* ¶¶ 42-43. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *Id.* ¶ 39. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *Id.*

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

Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions (regarding this Action) and will continue to work with one another for a few more months, including time after Final Approval. *Id.* ¶ 36. The investigation, prosecution, and settlement of this Action has required a substantial amount of Class Counsel’s time and effort. *Id.* Class Counsel spent significant time working with the Plaintiffs—investigating the Action and keeping them informed of the progress of the Action. *Id.*

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

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

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

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

The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in this Action after rendering the services described above. *Id.* ¶ 34. The fully contingent nature of this representation further supports the requested fee award, applying the requested multiplier.

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

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

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

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

the Action, there existed a real possibility they would achieve no recovery and, hence, no compensation.

C. Class Counsel's Costs

Further, Class Counsel has also incurred reasonable and necessary costs to pursue the claims in this Action. *Joint Decl.* ¶ 37; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). To date, those costs are \$5,209.36, consisting of court filing fees, service of process fees, mediation fees, and *pro hac vice* application fees. *Joint Decl.* ¶ 37.

CONCLUSION

For all the foregoing reasons, Plaintiffs and Class Counsel respectfully request this Court enter an order: (a) granting Final Approval to the Settlement; (b) affirming certification of the Settlement Class for settlement purposes only; (c) reaffirming the appointment of Plaintiffs as Class Representatives; (d) reaffirming the appointments of Scott Edelsberg and Tonyia Johnson as Class Counsel; (e) awarding Class Counsel up to \$362,500.00 in attorneys' fees and costs; (f) awarding Service Awards to the Class Representatives in the amount of \$2,500 each (\$7,500 total); (g) overruling timely objections, if any; (h) permanently enjoining all Settlement Class Members who did not timely and validly opt-out from commencing or prosecuting any Released Claims against the Released Parties; and (i) entering final judgment dismissing the Action with prejudice and reserving jurisdiction over Settlement implementation. Plaintiffs attach a proposed Final Approval Order as ***Exhibit D***.

Dated: September 4, 2026.

Respectfully submitted,

/s/Tonyia Johnson
Tonyia Johnson (FBN 1058251)
SHAMIS & GENTILE P.A.
14 NE 1st Ave., Suite 705

Miami, Florida 33132
Tel: (305) 479-2299
tjohnson@shamisgentile.com

Scott Edelsberg (FBN 100537)
EDELSBERG LAW, P.A.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
Tele: (305) 975-3320
scott@edelsberglaw.com

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

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

/s/Tonyia Johnson
Tonyia Johnson (FBN 1058251)
SHAMIS & GENTILE P.A.
14 NE 1st Ave., Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
tjohnson@shamisgentile.com

CERTIFICATE OF SERVICE

I hereby certify that on September 4, 2026, a true and correct copy of the foregoing was filed via the Florida Court's E-Filing Portal, which will send an electronic notice of filing and service copy of the foregoing to all registered users authorized to receive service of filings for this case.

/s/Tonyia Johnson

Tonyia Johnson (FBN 1058251)

SHAMIS & GENTILE P.A.

14 NE 1st Ave., Suite 705

Miami, Florida 33132

Tel: (305) 479-2299

tjohnson@shamisgentile.com

EXHIBIT A

**N 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

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release 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.

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”).

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.

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.

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 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, 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;

- 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;

l. 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].

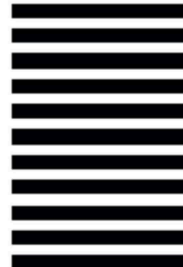


NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

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



**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

PRESORTED
First Class
U.S. Postage
PAID

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 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, 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

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 remediating 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

--

City	State	ZIP Code

Phone Number

--

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

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

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,

CASE NO. 2026-009556-CA-01

Plaintiffs,

v.

COMMUNITY CONNECTIONS, INC.,

Defendant.

JOINT DECLARATION OF CLASS COUNSEL

Scott Edelsberg and Tonyia Johnson hereby declare as follows:

1. We are counsel of record for Plaintiffs¹ and Class Counsel for the Settlement Class in the above-captioned Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Class Counsels' Application for Award of Attorneys' Fees, Costs, and Service Award. 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.

2. Class Counsel have extensive experience in litigation, certification, trial, and settlement of consumer class-actions, and data breach litigation specifically². There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. Class Counsel have recovered millions of dollars for the classes they represented in dozens of cases. In negotiating this

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

² See Firm Resumes, attached as Exhibits 1-2.

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

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

4. On October 21, 2024, Defendant experienced a ransomware incident and immediately began an investigation into the matter (the "2024 Data Incident"). 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").

5. 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.

6. 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.

7. Shortly thereafter, Defendant filed a motion to dismiss the consolidated complaint on January 23, 2026.

8. 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 data privacy mediator, Judge David E. Jones (Ret.), of Resolute Systems, LLC ("Judge Jones"). The District Court granted the motion to stay on February 3, 2026, after a hearing.

9. 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.

10. 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.

11. 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.

12. 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 their respective action in federal court and filed this Action.

13. The Parties then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, drafted the Notices and Claim Form, and ultimately signed the Settlement Agreement.

14. Plaintiffs filed their Motion for Preliminary Approval on July 7, 2026, and the Court granted the motion on July 17, 2026.

15. The Parties' negotiations were principled and based on the Parties' assessments of the strengths and weaknesses of their respective positions, and interpretations of the law relative to those positions.

16. Class Counsel believe the Settlement Class Member Benefits (which include a Cash Payment for Documented Losses of up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incidents; a Cash Payment for Lost Time of \$25.00 per hour for up to four hours; an Alternative Cash Payment of \$50.00; and Credit Monitoring) adequately compensate Settlement Class Members for any impacts they experienced, and in light of the risks of litigation, represents an excellent result for the Settlement Class. These benefits have a collective value of millions of dollars.

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

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

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

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

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

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

23. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive certain compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial.

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

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

26. The Settlement Class fully endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out of or object to the Settlement. As of September 4, 2026, no Settlement Class Member objected to the Settlement and zero members of the Settlement Class have opted-out.

27. In sum, the Settlement is fair, reasonable, and adequate given Defendant's defenses and the challenging and unpredictable path of litigation Plaintiffs would have faced absent the Settlement. The Action settled after a thorough exchange of informal discovery and a mediation session between parties that litigated the same issues in parallel in federal court. Based upon Class Counsel's experience, this was an appropriate time to negotiate a classwide settlement.

28. The Settlement provides for a reasonable Service Award to the Class Representatives in the amount of \$2,500.00 each, subject to approval by the Court. The Service Awards are to be paid by the Defendant separate and apart from the Settlement Class Member Benefits.

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

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

31. The Settlement Agreement also provides for an award of attorneys' fees and costs of up to \$362,500.00. This term was negotiated only after the substantive terms of the Settlement had been agreed upon, and is subject to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the requested fee. Payment of attorneys' fees and costs will not impact the amount paid to

Settlement Class Members who claim a Cash Payment for Documented Losses, Cash Payment for Lost Time, Alternative Cash Payment, nor will it impact the Credit Monitoring.

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

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

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

35. Class Counsel's work on this Action includes investigating the cause and effects of the Data Incidents; interviewing potential clients; evaluating potential class representatives; assessing the merits of the Action before filing the complaints; conducting legal research; drafting the pleadings, the Settlement term sheet, the Agreement, the Notice, and the Motion for Preliminary Approval; communicating with Defendant's Counsel; preparing document and information requests for Defendant as part of informal pre-mediation discovery; reviewing and analyzing Defendant's pre-mediation discovery responses; preparing and exchanging mediation statements; attending mediation; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representatives. Class Counsel were mindful to avoid duplicative efforts among themselves.

36. The total lodestar of all the law firms that worked on this Action, through September 4, 2026, is \$175,750, broken down by firm as follows:

- a. Shamis & Gentile: \$41,288.00
- b. Edelsberg Law: \$12,600.00
- c. Strauss Borrelli: \$39,850.00
- d. Siri LLP: \$82,012.00

37. Additionally, we have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of this Action (filing fees, *pro hac vice* application fees, service of process fees, and mediation costs), totaling \$5,209.36.

38. Class Counsel's request for \$362,500.00 in attorneys' fees and costs results in a multiplier of approximately 2.1.

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

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

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

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

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

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

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

45. The hourly rates for Class Counsel and their staff ranging from \$250 for paralegals to \$1,150 for partners, are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. Courts around the country have approved these rates.

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

47. Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class Members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incidents. It is desirable to litigate the claims in the Miami-Dade County Circuit Court, and manageability is not a concern here.

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

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

* * * * *

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Aventura, Florida on this 4th day of September, 2026.

/s/ Scott Edelsberg
Scott Edelsberg

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Miami, Florida on this 4th day of September, 2026.

/s/Tonyia Johnson
Tonyia Johnson

EXHIBIT 1



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.

Tonyia 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/>.

EXHIBIT 2

EDELSBERG **LAW**

MIAMI

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

ABOUT US

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.

THE EDELSBERG LAW PROMISE

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.

OUR MISSION

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.

SETTLEMENTS

Defranks V. Nastygol 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 Automative 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).



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



GABRIEL MANDLER

PARTNER

E: gabriel@edelsberglaw.com

C: 786-200-4316

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.
University of Florida, B.A.



OMER KREMER

ASSOCIATE

E: omer@edelsberglaw.com

C: 786-289-9471

Omer Kremer is an Associate at Edelsberg Law. His practice focuses on corporate and shareholder litigation, including derivative actions, securities class actions, and complex commercial disputes in both state and federal courts.

Omer has broad experience litigating fiduciary duty claims, executive compensation disputes, and securities fraud class actions. He regularly handles all stages of litigation, from pre-suit investigation through discovery, motion practice, and appeals. He also has experience managing eDiscovery, preparing for depositions, and briefing federal appellate matters.

Prior to joining Edelsberg Law, Omer was an associate at Purcell & Lefkowitz LLP, where he represented stockholders in derivative actions in the Delaware Court of Chancery. Prior to that, Omer was an associate at Wolf Popper LLP, where he worked on securities fraud and consumer protection class actions in federal courts across the country. Omer has also previously represented investors in FINRA arbitration through Pace Law's Investor Rights Clinic.

Omer earned his J.D. from the Elisabeth Haub School of Law at Pace University and an LL.M. from Northeastern University School of Law. He also holds an M.B.A. in International Business and a B.A. in Criminal Justice from Lynn University. He is admitted to practice in New York and Massachusetts and is fluent in English, Hebrew, and Romanian.

EDUCATION

Northeastern University School of Law, LL.M. - 2022

Elisabeth Haub School of Law at Pace University, J.D.
2020

Lynn University, M.B.A. - 2017

Lynn University, B.A. - 2016

BAR ADMISSIONS

New York
Massachusetts

PRIMARY PRACTICE

Class Action

EXHIBIT C

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

SECTION: CA04

JUDGE: Mavel Ruiz

**DECLARATION OF IRVIN GARCIA
(ON BEHALF OF CPT GROUP, INC.)
REGARDING SETTLEMENT
ADMINISTRATION**

I, Irvin Garcia, declare as follows:

1. I am employed as a Project Specialist at CPT Group, Inc. (“CPT”), the Settlement Administrator jointly agreed upon by the Parties and approved by the Court for *Jefferson, et al, v Community Connections, Inc.*, Case No. 2026-009556-CA-01. The following statements are based on my personal knowledge, information provided to me by counsel for the Parties, by other CPT employees working on this matter, and records of CPT generated and maintained in the usual course of its business. If called on to do so, I could and would testify competently thereto. I submit this declaration in support of the Parties’ Motion for Final Approval of Class Action Settlement.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30-plus years, we have provided notification and/or settlement administration services in thousands of class action cases.

SUMMARY OF NOTICE PLAN AND ADMINISTRATIVE DUTIES

3. As the Settlement Administrator in this matter, CPT was tasked with providing notice and claims administration services as outlined in the Parties' Settlement Agreement. These responsibilities included, but are not limited to, the following:

a. Obtaining Class Members’ contact information from Defendant and updating addresses using the National Change of Address (NCOA) database.

b. Preparing, printing and disseminating the Postcard Notice to Class Members.

- c. Establishing a dedicated Settlement Website, which includes links to the Court-approved documents, allows online submission of claims, provides up-to-date information regarding the case and the Claim, Opt-Out, Objection Deadlines, and the Final Fairness Hearing.
- d. Establishing a dedicated 24-hour toll-free support line with Interactive Voice Response (IVR) capabilities.
- e. Reviewing and determining the validity of submitted Claim Forms.
- f. Notifying claimants who submit deficient claims, providing them with clear instructions to correct deficiencies.
- g. Receiving and processing other communications about the Settlement such as questions about the claims process, Opt-Outs, and Objections.
- h. Preparing reports and summaries regarding the notice and claims process for the Parties and the Court.
- i. Establishing and maintaining a Qualified Settlement Fund.
- j. Calculating and distributing Settlement Benefits to Class Members via mailed check or electronic distribution.
- k. Performing other tasks as set forth in the Preliminary Approval Order, the Settlement Agreement, or as the Parties mutually agree to or that the Court orders.

CLASS MEMBER INFORMATION

- 4. On July 15, 2026, CPT received a spreadsheet containing the names and addresses for approximately 20,887 Class Members (“Original List”).
- 5. CPT scrubbed the data for anomalies and duplicates. A total of 33 duplicate records were removed. Additionally, 168 were removed from the Original List due to an invalid mailing address. As a result, a refined master list of 20,686 Class Members referred to as the “Class List,” was compiled. CPT assigned a unique ID to each record to be used for tracking purposes throughout the course of the administration.

TOLL-FREE NUMBER

- 6. CPT established a case-specific 24-hour toll-free telephone number (1-888-506-1361) that went live on August 17, 2026. Calls received are prompted through interactive voice recognition (“IVR”) Frequently Asked Questions (“FAQs”). The toll-free telephone number was

included on the Postcard Notice. In addition, it is listed in several locations on the Settlement Website, including the footer and Contact-Us page.

CASE-SPECIFIC EMAIL ADDRESS

7. CPT established a dedicated case email address (CCDataSettlement@cptgroup.com.) and inbox which was activated on August 17, 2026. The email address was listed on the Postcard Notice and is listed in several locations on the Settlement Website, including the footer and Contact-Us page. Class Members can use this email address to communicate with CPT if they have questions about the case.

SETTLEMENT WEBSITE

8. CPT established a dedicated Settlement Website (www.CCDataIncident.com) which went live on August 17, 2026. The Settlement Website includes a Court Documents page that contains links to downloadable versions of case documents, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice and Claim Form.

9. An Important Dates page on the Settlement Website lists the case deadlines for submitting a Claim Form, filing an Opt-Out, or filing an Objection, as well as the date and time of the Final Approval Hearing.

10. Additionally, the Settlement Website provided a link allowing Class Members to submit a Claim Form electronically, which will remain active until the deadline to submit a Claim Form (October 6, 2026).

11. CPT will continue to maintain and update the Settlement Website with relevant documents, including the Final Approval Order and Judgment once entered by the Court, and other updates as necessary.

POSTCARD NOTICE

12. On August 17, 2026, CPT disseminated the Postcard Notice by First Class Mail to the 20,686 Class Members on the Class List. Prior to mailing, CPT checked all mailing addresses against the National Change of Address (NCOA) database to ensure that notices were sent to the most current addresses available. Attached hereto as **Exhibit A** is a true and correct copy of the Postcard Notice.

13. As of the date of this Declaration, the United States Postal Service (“USPS”) has

returned a total of 53 Postcard Notices. For the Postcard Notices returned without a forwarding address, CPT conducted skip tracing using Accurant, one of the most comprehensive address-location tools available. Accurant utilizes hundreds of different databases supplied by credit supporting agencies, public records, and a variety of other national databases.

14. As a result of CPT's skip trace efforts, and in some instances upon request from a Class Member, a total of 30 Postcard Notices have been re-mailed to date.

15. As of the date of this Declaration, a total of 24 Postcard Notices were ultimately deemed undeliverable because no forwarding address existed, and no updated address could be identified through skip tracing.

16. As of the date of this Declaration, the Postcard Notice has been successfully delivered to 99.88% of the Settlement Class.

17. In my experience, the Notice Plan is consistent with other court-approved notice plans for class action settlements, is reasonable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the Opt-Out Period and Objection Period.

CLAIMS ADMINISTRATION

18. The deadline for Class Members to submit a Claim Form is October 6, 2026 ("Claim Deadline"). As of the date of this Declaration, CPT has received a total of 122 Claim Forms.

19. The current claims rate is typical for class action settlements CPT has administered, and it will continue to increase because the Claim Form Deadline is October 6, 2026.

20. Upon receipt of a Claim Form, CPT reviewed each submitted Claim Form to determine whether it was valid, invalid, or deficient. When a Claim Form was determined to be deficient, CPT sent a Notice of Deficiency advising the Class Member of the deficiency and providing the Class Member an opportunity to cure the deficiency.

21. As of the date of this Declaration, CPT has received 4 claims for Documented Losses. The Documented Loss responses are currently being validated.

22. As of the date of this Declaration, CPT has received 25 claims for Lost Time.

23. As of the date of this Declaration, CPT has received 93 claims for Alternative Cash Payment.

REQUESTS FOR EXCLUSION & OBJECTIONS

24. The deadline for Class Members to exclude themselves from the Settlement Class or file and serve a written Objection is September 21, 2026.

25. As of the date of this Declaration, CPT has received no opt-outs.

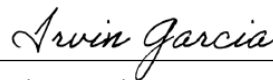
26. As of the date of this Declaration, CPT has received no objections.

ADMINISTRATION FEES

27. If the Court grants final approval of the Settlement, CPT will handle further steps of settlement administration in accordance with the Settlement Agreement and the Court's Order.

28. CPT's costs for all settlement administration services for this matter are \$43,500.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of September 2026, at Irvine, California.



Irvin Garcia

EXHIBIT D

**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 July 7, 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# 6);

WHEREAS, on July 17, 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# 9);

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 October 21, 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. There were no objections to the Settlement and no Settlement Class Member opted out of the Settlement.

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 \$362,500.00 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