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IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

JOLIE ESPARZA, ROHENAN HAYNIE, GINO ORTIZ, SHELY FOSTER, AND SCOTT SMITH, on behalf of themselves and all others similarly situated, Plaintiffs, v. **ASPIRE USA, LLC and VALSOFT CORPORATION, INC. D/B/A ALLTRUST NETWORKS** Defendants.	Case No. CACE-25-014963

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS COUNSEL'S APPLICATION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiffs,[1] individually, and on behalf of the Settlement Class, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Class Counsel's Application for Award of Attorneys' Fees, Costs, and Service Awards. In support of this Motion for Final Approval (the "Motion"), Plaintiffs submit the Joint Declaration of Class Counsel ("Joint Decl."), attached as ***Exhibit A***, and the Declaration of Michael Lynch, ("Admin. Dec."), attached as ***Exhibit B***.

On December 3, 2025, this Court preliminarily approved the Settlement, which provides substantial benefits to Settlement Class Members. *See* Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("PAO"). Under the Settlement, Class

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement and Release ("Agreement"), attached as Exhibit A to the previously filed Motion for Preliminary Approval (cited hereinafter, "SA").

Members may elect to receive either (1) a payment of up to $2,500.00 per Settlement Class Member for the reimbursement of documented losses resulting from the Data Incident, or (2) in the alternative, a direct cash payment from the Settlement Fund in the estimated amount of $25.00 per Settlement Class Member, subject to a cap of $200,000.00. *See* SA ¶ 66. In addition, California Settlement Subclass Members may also make a claim for a California Statutory Payment in the amount of $50.00, subject to a $100,000.00 cap. *Id*. ¶ 66(c). Further, all Settlement Class Members are eligible to receive a full year of identity protection and credit monitoring services ("Credit Monitoring"), including $1,000,000.00 in identity theft insurance with no deductible. *Id.* ¶ 66(d). Separate from these benefits, as set forth in the Settlement Agreement and Plaintiffs' Motion for Preliminary Approval, Defendants have agreed to pay all Settlement Administration Costs, $600,000.00 in attorneys' fees and litigation costs, and Service Awards of $2,500.00 for each Class Representative, subject to this Court's approval. *Id.* ¶ 98-99.

The Settlement involved a comprehensive notice program and user-friendly claims process, which have been, and are being, implemented by the Settlement Administrator. As of the date of the filing of this Motion, there have been no objections, and no members of the Settlement Class have opted out of the Settlement. Admin Decl. ¶ 18. This overwhelmingly positive response from the Settlement Class affirms the Court's initial conclusion that the Settlement is fair, reasonable, and adequate.

Plaintiffs and Class Counsel now move the Court for Final Approval of the Settlement and apply for an award of attorneys' fees and costs to Class Counsel and Service Awards for the Class Representatives. The Settlement meets all the criteria for Final Approval. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed Settlement fairly resolves their respective differences. Joint Decl., ¶ 3.

For all 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

a. Procedural History

This litigation arises from a cybersecurity event perpetrated by unauthorized cybercriminals against Defendants on or between February 12, 2024 and February 15, 2024 (the "Data Incident"). *See* Consolidated Class Action Complaint ("Compl."), ¶ 7. The cybercriminals infiltrated Defendants' network, wherein they potentially accessed personally identifiable information ("PII") related to some of Defendants' current and former consumers, including their names, dates of birth, Social Security numbers, driver's license numbers, government-issued ID numbers, financial account information, email usernames and passwords and payment card information (the "Private Information"). SA, ¶ 3. According to records reviewed by the Settlement Administrator, the Private Information of approximately 173,635 individuals was involved in the Data Incident. Admin Decl., ¶ 6.

After Defendants provided notice of the Data Incident on or about February 27, 2025, Plaintiffs filed multiple individual Complaints in Federal Court, asserting claims for Defendants' negligence, breach of an implied contract, unjust enrichment, declaratory judgment, and violations of the California Unfair Competition Law, Consumer Privacy Act, and Consumer Record Act due to the Data Incident. SA, ¶ 4.

Subsequently, Defendants filed a motion to dismiss the consolidated complaint. *Id.* ¶ 5. Defendants' motion was fully briefed by the Parties and heard on July 1, 2025. *Id.* The Parties also engaged in discovery, including the exchange of document production and detailed interrogatories. Joint Decl., ¶ 9.

b. Settlement Negotiations

On September 5, 2025, the Parties mediated this case before Bruce Friedman of JAMS. SA, ¶ 8. After a full day of extensive, arms-length negotiations with the assistance of Mr. Friedman, the parties reached an agreement. *Id.* The parties later memorialized the full terms in the Settlement Agreement. *Id.* The Settlement negotiations were hard-fought throughout, and the process was conducted at arm's length and in a non-collusive manner.

The Parties also conferred regarding jurisdiction and jointly determined that jurisdiction was appropriate in state court, and the Data Incident claims should be pursued in this Court. *Id.* The federal action was then dismissed, and Plaintiffs filed this instant Action. *Id.* The Court subsequently preliminarily approved the Settlement on December 3, 2025, finding that the proposed Settlement was: "fair, reasonable, and adequate." *See* PAO, ¶ 3.

Based on Class Counsel's independent investigation of the relevant facts and applicable law, the information obtained during discovery, and Class Counsel's experience with many other data breach cases, Class Counsel submit that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

II. SUMMARY OF THE SETTLEMENT

Plaintiffs summarize the relevant terms of the Agreement and the Settlement Class Member Benefits.

A. Settlement Class

The Settlement Class is defined as follows:

> All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

SA ¶ 60. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff. *Id.*

B. Settlement Class Member Benefits

Under the Settlement, Settlement Class Members are eligible to receive the following benefits:

- Cash Payment A – Documented Losses, which allows Settlement Class Members to receive a payment of up to $2,500.00 for reimbursement of documented losses; or

- Cash Payment B – Flat Cash, which allows Settlement Class Members to receive, as an alternative to Cash Payment A, a flat cash payment in the estimated amount of $25.00. The maximum amount payable for this benefit category shall be $200,000.00. If the aggregate claimed amount exceeds $200,000.00, the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all such payments does not exceed $200,000.00; and

- California Statutory Claim Payment, which allows California Settlement Subclass Members to elect to receive a California Statutory Award in the amount of $50.00. In the event the aggregate claimed amount of payments exceeds $100,000.00, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of does not exceed $100,000.00. The $100,000.00 available for this category of relief is distinct from the $200,000.00 made available for the flat cash payments described above; and

- Credit Monitoring, which allows all Settlement Class Members to receive identity theft protection and credit monitoring services to include one year of CyEx's Financial Shield Pro with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) $1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

SA ¶¶ 66(a-d).

C. Release

In exchange for the Settlement Class Member Benefits, Plaintiffs and Settlement Class Members agree to release Defendants and the Released Parties from any claims they have asserted

or may have related to the Data Incident. *Id.* § XI. The Releases are appropriately tailored to claims arising out of or relating to the Data Incident. *Id.*

D. Notice Program

On December 3, 2025, the Court granted Preliminary Approval to the Settlement and appointed the Angeion Group as the Settlement Administrator. PAO ¶ 9. Thereafter, the Settlement Administrator implemented the Notice Program. Admin. Dec. ¶¶ 6-9.

On December 15, 2025, the Settlement Administrator received two electronic files containing 174,519 records for identified members of the Settlement Class, including names and postal addresses, if they were available in Defendants' records. *Id.* ¶ 6. After analyzing and deduplicating the data, Angeion identified 174,390 unique Settlement Class Member records, of which 173,635 records contained sufficient mailing address information. *Id.* Prior to mailing the Notices, Angeion caused the Settlement Class Member mailing addresses to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four years and filed a change of address form with the USPS. *Id.* ¶ 7.

Commencing on December 31, 2025, Angeion sent 173,635 Postcard Notices via United States Postal Service first-class mail to identified Settlement Class Members for whom an associated physical mailing address was available. *Id.* ¶ 8. The Postcard Notices clearly and concisely described the Settlement and the legal rights of the Settlement Class members and directed Settlement Class Members to visit the Settlement Website for additional information. *Id.* ¶ 8 & Ex. A. As of January 23, 2026, Angeion had received 37,258 Postcard Notices returned by USPS as undeliverable. The mailing addresses corresponding with the undeliverable Postcard Notices are being processed through an address verification search ("skip trace") to identify any

updated mailing addresses. Postcard Notices will then be promptly remailed to any updated addresses identified via the skip trace efforts. *Id.* ¶ 9. As a result, by the date of the Final Approval Hearing more Notices will have successfully reached Class Members.

On December 30, 2025, the Settlement Administrator established a dedicated website for the Settlement (www.AllTrustDataIncidentSettlement.com) for Settlement Class Members to obtain detailed information about the Action and review important documents, including: (1) the Claim Form; (2) the Long Form Notice; (3) the Preliminary Approval Order; (4) the Settlement Agreement; (5) Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement; (6) the Class Action Complaints; and (7) Plaintiffs' Notice of Final Approval Hearing. *Id*. ¶ 10. It also includes a "Contact Us" page where Settlement Class Members are able to submit additional questions regarding the Settlement to a dedicated email address maintained by the Settlement Administrator. The Settlement Website address was set forth in the Postcard Notice, Long Form Notice, and on the Claim Form. *Id.* ¶ 11. Settlement Class Members are also able to submit a Claim Form on the Settlement Website prior to the Claim Form Deadline of March 3, 2026. *Id.* ¶ 12.

On December 30, 2025, Angeion activated the following toll-free line dedicated to this Settlement: 1-888-499-4241. The toll-free line utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with general information about the Settlement, including responses to frequently asked questions, a summary of the rights and options Settlement Class Members have in the Settlement, and important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week. *Id.* ¶ 14.

As of January 23, 2026, the Settlement Administrator has received no opt-out requests and is aware of no objections to the Settlement. *Id.* at ¶ 18.

E. Claim Process

The timing of the notice and claim process was structured to ensure that all Settlement Class Members had adequate time to review the terms of the Settlement and decide whether to submit a Claim or opt-out of or object to the Settlement, and compile documents supporting their Claim. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members could submit a Claim Form online or by mail prior to the Claim Form Deadline. *Id.* ¶ 16.

The deadline for Settlement Class Members to submit a Claim Form is March 3, 2026. *Id*. As of January 23, 2026, the Settlement Administrator has already received 3,575 Claim Form submissions. *Id.* Since the Claim Form Deadline has not yet passed, these numbers are preliminary, and the number of claims is expected to increase. *Id*. ¶ 17. Claim Form submissions are still subject to final audits, including the full assessment of each Claim's validity and a review for duplicate submissions. *Id.* ¶ 16. Class Counsel will update the Court at the Final Approval Hearing as to the number of Claims received.

F. Opt-Outs and Objections

The Objection and Opt-Out Periods end on March 3, 2026. *Id.* ¶ 18; PAO ¶ 18. As of January 23, 2026, no opt-outs, and no objections, have been submitted. Admin Decl. ¶ 18.

G. Attorneys' Fees, Costs, and Service Awards

Pursuant to the Agreement, Plaintiffs request an award of $600,000.00 for attorneys' fees and reimbursement of litigation costs. SA ¶ 93; Joint Dec. ¶ 45. Plaintiffs also request Service Awards in the amount of $2,500.00 for each Class Representative (for a total of $12,500.00). SA ¶ 98. The Service Awards will be paid separate from the other benefits made available to Settlement Class Members under the Settlement. *Id*. The Notices sent to the Settlement Class listed the

attorneys' fees and Service Awards to be requested, and as of the date of the filing of this Motion, no member of the Settlement Class has objected to the amounts sought. Admin Decl. ¶ 18.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

To finally approve the Settlement on a class wide basis, the Florida Rules of Civil Procedure require notice to the Settlement Class, a fairness hearing, and this Court's final approval. "Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, 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 2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action Actions"); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement").[2]

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

In granting Preliminary Approval this Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. PAO, ¶ 3. At the Final Approval Hearing, after Notice to the Settlement Class and time and opportunity for absent 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); *Nelson*

[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." *Bawtinhimer v. D.R. Horton, Inc.*, 161 So. 3d 539, 540 (Fla. 5th DCA 2014).

v. Wakulla Cnty., 985 So. 2d 564, 570 (Fla. 1st DCA 2008). 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.*, 2023 WL 5916714, at *5 (M.D. Fla. Jul. 10, 2023) (quotation omitted).

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

1. The likelihood of success at trial.

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,[4] which included Defendants: (i) moving for dismissal

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

[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.*, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019*); see also In re Wawa, Inc. Data Sec. Litig.*, 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.*, 2020 WL 256132, *15 (N.D. Ga. Mar. 17, 2020) (in data breach "[t]he law . . . remains uncertain and the

of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. Joint Dec. ¶ 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). *Id*. ¶ 24. The Settlement eliminates all of those risks, including the years of delay, by getting the Settlement Class Members substantial settlement benefits now. *See id*. ¶ 26.

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.*, 2016 WL 6902351, at *6 (N.D. Ga. Aug. 23, 2016) ("[I]t is unclear whether future recovery at trial could achieve more than the relief made 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).

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,* 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.*, 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).

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

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

The risk of establishing damages in this Action was not insignificant. Joint Dec. ¶ 23. 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. *See, e.g., Southern Independent Bank v. Fred's, Inc.*, 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 litigated this Action and believe the Settlement is in the best interest of the Settlement Class. Joint Dec. ¶ 27. The Settlement offers substantial benefits that favorably compare with similar data breach class actions. These benefits include: guaranteed cash compensation in the form of either a Cash Payment for Documented Losses of up to $2,500.00 per Settlement Class Member or a direct cash payment from the Settlement Fund in the estimated amount of $25.00; California Statutory Payments in the amount of $50.00 for California Subclass Members; and a full year of Credit Monitoring for all Class Members, including $1,000,000.00 in

identity theft insurance with no deductible, available to all Settlement Class Members. SA ¶¶ 66(a-d). These benefits are similar to many data breach class action settlements that have been approved nationwide. *See, e.g., Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing out-of-pocket expenses up to $75 and $20 for lost time, capped at $75,000 in the aggregate and credit monitoring); *Rutledge v. Saint Francis Healthcare Sys*., No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursing out-of-pocket expenses and lost time up to $180 and credit monitoring); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursing ordinary expenses up to $300, extraordinary expenses up to $3,000 and credit monitoring).

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. *See* Joint Dec. ¶ 26. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to significant benefits that may not have been available at trial, and provides ongoing security to Settlement Class Members through the provision of credit monitoring services. *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* n.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. Joint Dec. ¶ 24; *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.").

At the same time, 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, articulated by one court as follows:

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

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

4. The substance and amount of opposition to the Settlement

The Settlement Class fully endorses and supports the Settlement. Joint Dec. ¶ 29. Following the successful Notice Program, discussed herein, the Settlement Class had ample opportunity to opt-out of or object to the Settlement. As of the date of the filing of this motion, no members of the Settlement Class have opted-out, and there have been no objections. Admin Decl. ¶ 18. The deadline to request exclusion from the Settlement or to object to the Settlement is March 3, 2026. *Id*. Should any objections be timely filed, Class Counsel will notify the Court before the Final Approval Hearing. The same is true if there are any opt-out requests.

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 the Parties fully briefed a Motion to Dismiss in federal court and exchanged formal discovery in advance of an arms'-length mediation with an experienced and well-respected mediator. Joint Dec. ¶¶ 8-10. Class Counsel was able to get a sufficiently clear picture of Defendants' arguments and evidence during this process to make a determination as to the viability of further litigation. Based upon Class Counsel's experience, this was an appropriate time to negotiate a class wide 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*. ¶¶ 28, 30.

B. The Notice Program Was the Best Notice Practicable.

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by informing them of the pendency of the action 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 was timely commenced in accordance with the Court's instructions in the Preliminary Approval Order. *See* PAO ¶ 11; Admin Decl. ¶ 5.

IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED

Plaintiffs and Class Counsel jointly request entry of a Final Approval Order certifying the Settlement Class pursuant to Rule 1.220(a)(2) and (3). The Court has already preliminarily certified the Settlement Class. PAO ¶ 4. For the reasons discussed below, Plaintiffs and Class Counsel urge the Court to find that the Settlement Class meets the standards for class certification for settlement purposes. Defendants also support certification of the Settlement Class for settlement purposes only.

Class actions in Florida state court are governed by Rule 1.220. The Florida Supreme Court has held that all proponents of class certification must satisfy the four prerequisites detailed in Rule 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)). The Supreme Court 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 class certification requirements and seek certification under subdivision Rule 1.220(b)(2) and (3).

Numerosity: The movant must demonstrate the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). "No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere

speculation." *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied. There are approximately 174,390 members of the Settlement Class. *See* Admin Decl. ¶ 6. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each of the Settlement Class member file suit and move to consolidate their suits into this Action concerning the same legal issues.

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

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

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

Commonality is easily satisfied. Plaintiffs' claims all turn on whether Defendants' security environment was adequate to protect the Settlement Class's 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 claims of the representative party are typical of the claim of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(3).

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

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

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

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

Sosa, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because Plaintiffs and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See* Joint Dec. ¶¶ 52-53. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including

in the data privacy context. *Id.* ¶ 2.

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

Superiority: Finally, Rule 1.220(b)(3) superiority requirement is met. "[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy." *Id.* Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Joint Dec. ¶ 51. 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 Defendants arising from the Data Incident. *Id*.

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

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

Plaintiffs respectfully request 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 a Class Representative. SA, ¶ 98. 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 as a whole, thus, imposing a burden on them out of proportion to their individual stakes in the matter. Joint Dec. ¶ 33.

Class Counsel also respectfully requests the Court award $600,000.00 in attorneys' fees and litigation costs. Following receipt of Notice, no Settlement Class Member has objected to the amount of attorneys' fees requested. Admin Decl. ¶ 18. Class Counsel's request is within the range of reason under established Florida law, as it was calculated by analyzing Class Counsel's lodestar and applying a contingency risk multiplier. For the reasons set forth below, the requested attorneys' fees are more than reasonable when compared to the time and effort devoted to the prosecution of the Action and the results achieved through the Settlement. These costs were reasonably and necessarily incurred in an effort to effectively litigate Plaintiffs' claims and negotiate and execute the Settlement Agreement. Joint Dec. ¶ 44.

A. A Service Award for Each Class Representative.

The Court should approve a $2,500.00 Service Award for each Class Representative, as it is just, fair, and reasonable and Defendants do not oppose such an award.

> Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided during the course of class action litigation. Such awards are justified when the class representatives expend considerable time and effort on the case, especially by advising counsel, or when they risk retaliation as a result of their participation. In addition, the magnitude of the relief the named plaintiffs obtain on behalf of the class may warrant a substantial incentive award.

Dreidame v. Village Center Community Development Dist., No. 2007-CA-3177, 2008 WL 7079074 (Fla. 5th Jud. Cir. (Lake County) Mar. 29, 2008); *see Cole v. Echevarria, McCalla, Raymer, Barrett & Frappier*, No. 98-3763, 2008 WL 6161610 (Fla. 2d Jud. Cir. (Leon County) Mar. 26, 2008) ("Courts have approved incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.").

Florida courts have approved service awards far greater than the $2,500.00 per Settlement Class Representative seek here. *See, e.g.*, *Hands on Chiropractic PL v. Infinity Indem. Ins. Co.*, No. 2017-CA-011237-O, 2020 WL 5640827 (Fla. 9th Jud. Cir. (Orange County) Aug. 21, 2020)

(approving $5,000 service award); *Lewis v. PGT Industries, Inc.*, No. 502013CA011785XXXXMB, 2020 WL 10817495 (Fla. 15th Jud. Cir. (Palm Beach County) Apr. 29, 2020) (approving service awards ranging from $7,500 to $15,000); *Broward Psychology, P.A. v. Singlecare Services, LLC*, No. CACE-18-022689, 2019 WL 3715043 (Fla. 17th Jud. Cir. (Broward County) June 04, 2019) (approving $5,000 service award).

"The factors for determining a service award include: (1) the actions the class representatives took to protect the interests of the class; (2) the degree to which the class benefited from those actions; and (3) the amount of time and effort the class representatives expended in pursuing the litigation." *In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036-JLK, 2020 WL 4586398, at *16 (S.D. Fla. 2020).

Class Representatives have actively followed this matter even prior to the complaints being filed in this Action 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 Agreement, and for answering Class Counsel's many questions. Joint Dec. ¶ 32. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action, and is reasonable in consideration of the overall benefit conferred on the Settlement Class. Thus, the Service Awards contemplated herein should be approved.

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 $600,000.00, to be paid separate and apart from the benefits made available to Settlement

Class Members under the Agreement. Plaintiffs and Defendants negotiated and reached agreement regarding attorneys' fees, costs and expenses only after reaching agreement on all other material Settlement terms. Joint Dec. ¶ 16. The requested fee is within the range of reason under established Florida law. For the reasons detailed herein, Plaintiffs submit that the requested fee is appropriate, fair, and reasonable and respectfully request that it be approved by the Court.

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

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

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

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

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

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

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

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

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

Kuhnlein v. Dep't of Revenue, 662 So. 2d 309, 312 (Fla. 1995); *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the $600,000.00 in combined fees and expenses requested in this Action. The request results in a reasonable contingency risk multiplier of approximately 2.18, which the Florida Supreme Court recognized in *Kuhnlein* should be applied "in recognition of the substantial benefit class counsel conferred upon the class members." 662 So. 2d at 315.

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

Prosecuting and settling the Action demanded considerable time, labor, and skill. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' information; interviewing potential clients; drafting the individual complaints and the Consolidated Complaint; briefing Defendants' motion to dismiss; formulating and serving extensive discovery, including requests for document production, interrogatories, and deposition notices; responding to Defendants' formal discovery requests; gathering and producing responsive documents from Plaintiffs; reviewing documents produced by Defendants; attending multiple hearings in federal court; preparing a detailed mediation statement; engaging in extensive settlement negotiations with Defendants; drafting the settlement term sheet, the Settlement Agreement, the relevant notices of settlement, and the Motion for Preliminary Approval; and providing updates to and handling questions from our class representatives. Joint Dec. ¶ 38. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id*.

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

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

Indeed, Class Counsel's skill and experience in complex class action litigation weigh in favor of the requested attorneys' fee award. Class Counsel's background and the background of the supporting attorneys and staff demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation – particularly data breach class action litigation – and are well-credentialed and equal to the difficult and novel tasks at hand. Joint Dec. ¶ 2. 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*. ¶ 37. 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 range from $500.00 to $1,141.00 per hour for attorneys and $225.00 to $285.00 per hour for paralegals. *See id*. ¶ 48. These hourly rates 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*. ¶ 49. *See, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, No. 6:17-cv-890-PGB-LRH, 2021 WL 1186811, at *4 (M.D. Fla. Mar. 19, 2021) (approving rate of $800 for partners and $458 for associates and paralegal rates of $150 and $195 in recognition that "[c]ommercial class action law is sufficiently specialized that it should be considered a national market"); *Jackson v. Wendy's Int'l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorneys' fees utilizing lodestar crosscheck with rates of up to $950.00 for partners and $575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving partner rates of $950.00 and $717.00 for associate).

Given the experience, reputation and skills of Class Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Courts around the country have approved these rates. Joint Dec. ¶ 49.

Class Counsel's lodestar (hours x hourly rates) totals $266,776.70. *Id*. ¶ 43.[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 reasonable 2.18 risk multiplier. This multiplier is justified since Class Counsel rendered service without compensation, achieved an excellent result, and offered reasonable billing rates given their experience. *See* Joint Dec. ¶¶ 43-45; 46-47. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. *Id*. The financial risks borne by Class Counsel also fully support the fee requested. *Id*. ¶ 47.

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

[5] This amount does not include an estimated 25 hours that Class Counsel will spend preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier. *See* Joint Dec. ¶ 46.

actions range from 2.26 to 4.5, while three appears to be the average.'"); *Roberts v. Capital One, N.A.*, No. 16 Civ. 4841 (LGS), (S.D.N.Y. Dec. 20, 2020) (awarding of 30% of the settlement fund or $5,100,000, resulting in a 2.22 multiplier). The requested attorneys' fee award sought here is squarely in line with fee awards approved in other data breach class action cases.

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

This Action raised issues of genuine importance to approximately 174,390 current and former customers of Defendants who were affected by the Data Incident. Because of the significant risks associated with this Action and potential barriers faced by the Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class that included multiple forms of cash payments, along with credit monitoring and identity theft protection services. *See* SA, ¶ 66.

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

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

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

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance. *See* Joint Dec. ¶¶ 40–42. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *See id*. ¶ 46. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *See id*.

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

Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. *Id*. ¶ 46. The investigation, prosecution, and settlement of this Action have required a substantial amount of Class Counsel's time and effort. *Id*. ¶¶37-39. Class Counsel spent significant time working with the Plaintiffs—investigating the Action, preparing court filings, 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 dozens 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 up to $2,500.00 per Settlement Class Member for reasonable documented losses related to the Data Incident, cash payments for all Class Members, Statutory Payments for California Subclass Members, and Credit Monitoring for all Class Members, 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 described above. *Id*. ¶ 36. 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 Defendants prevailed at the motion to dismiss, summary judgment, class certification, trial, or appellate stages. From the time Class Counsel filed the Action, there existed a real possibility they would achieve no recovery and, hence, no compensation.

C. Class Counsel's Costs

Further, Class Counsel has also incurred reasonable and necessary costs to pursue the claims in this Action. Joint Dec. ¶ 44; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). To date, those costs are $17,510.95, and consisting of court filing fees, service of process fees, mediation fees, and *pro hac vice* application fees. Joint Dec. ¶ 44.

WHEREFORE, Plaintiffs and Class Counsel respectfully request the Court enter a Final Approval Order: (a) granting Final Approval to the Settlement as fair, adequate and reasonable, finding that the Notice Program was carried out in accordance with the Preliminary Approval Order; (b) certifying the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (3); (c) reaffirming the appointment of Class Counsel Mariya Weekes, A. Brooke Murphy, and Andrew Shamis; (d); reaffirming Plaintiffs as Class Representatives to represent the Settlement

Class; (e) approving a combined award to Class Counsel of attorneys' fees and litigation costs, in the total amount of $600,000.00; (f) granting a $2,500.00 Service Award for each Class Representative; and (g) awarding such other and further relief as the Court deems just and proper. A proposed Final Approval Order is attached hereto as ***Exhibit C***.

Dated: January 30, 2026

Respectfully submitted,

By: *Mariya Weekes*
Mariya Weekes (FL State Bar No. 56299)
MILBERG, PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
Tel: (866) 252-0878
mweekes@milberg.com

Andrew J. Shamis (FBN 101754)
SHAMIS & GENTILE, P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
Email: ashamis@shamisgentile.com

A. Brooke Murphy (*pro hac vice*)
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, Oklahoma 73108
(405) 389-4989
abm@murphylegalfirm.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 30, 2026, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Mariya Weekes
Mariya Weekes

EXHIBIT A

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

JOLIE ESPARZA, ROHENAN HAYNIE, GINO ORTIZ, SHELY FOSTER, AND SCOTT SMITH, on behalf of themselves and all others similarly situated, Plaintiffs, v. **ASPIRE USA, LLC and VALSOFT CORPORATION, INC. D/B/A ALLTRUST NETWORKS.** Defendants.	Case No. CACE-25-014963

JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT AND APPLICATION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

We, Mariya Weekes, Andrew Shamis, and A. Brooke Murphy, hereby declare as follows:

1. We are counsel of record for Plaintiffs[1] and Class Counsel for the Settlement Class in the above-captioned Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Class Counsels' Application for Award of Attorneys' Fees, Costs, and Service Awards. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Milberg, PLLC ("Milberg"), Shamis & Gentile, P.A. ("SG"), and Murphy Law Firm ("Murphy Law"), (together, "Firm Resumes") are attached hereto as ***Exhibits 1–3***.

[1] All terms capitalized herein have the same meanings as those in the Settlement Agreement ("Agreement"), attached as Exhibit A to the previously filed Motion for Preliminary Approval (cited hereinafter, "SA").

2. As the Firm Resumes demonstrate, Class Counsel have extensive experience in litigation, certification, trial, and settlement of consumer class-actions, and data breach litigation specifically. There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. Class Counsel collectively recovered millions of dollars for the classes they represented across dozens of cases. 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. We are informed and believe Defendants' 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.

I. BACKGROUND AND PROCEDURAL HISTORY

4. Defendants are financial services providers. On or between February 12, 2024 and February 15, 2024, a cyberattack occurred on Defendants' computer systems. In response, Defendants launched an investigation revealing that on those dates, an unauthorized third party potentially accessed files from their system containing the Private Information of Plaintiffs and the Class (the "Data Incident"). The files potentially accessed from Defendants' system involved the following information entrusted to Defendants: names, Social Security numbers, driver's license numbers, government-issued ID numbers, financial account information, and payment card information.

5. On February 27, 2025, Defendants began notifying Plaintiffs and Settlement Class Members that their Private Information was potentially exposed to unauthorized cybercriminals during the Data Incident.

6. Following the Data Incident, Defendants were named in several class action lawsuits in the District Court for the Eastern District of Virginia, all related to the Data Incident, and all alleging similar claims on behalf of overlapping putative classes.

7. Class Counsel then coordinated among Plaintiffs, resulting in the filing of a Consolidated Class Action Complaint on April 11, 2025, before the same court.

8. Following filing of the Consolidated Complaint, Defendants filed a Motion to Dismiss this Complaint on May 16, 2025. This Motion was fully briefed and culminated in a hearing on the merits on July 1, 2025. The Parties also engaged in discovery, including the exchange of discovery requests, the production of documents, and the exchange of deposition notices.

9. To conserve resources and attempt to reach a mutual resolution, the Parties elected to pursue mediation. In advance of the mediation, the Parties exchanged detailed informal discovery related to the cause and scope of the Data Incident, the number of individuals involved, the type of personal information impacted, and Plaintiffs' claimed damages. The Parties also exchanged detailed mediation statements outlining their arguments and positions.

10. Following the exchange of mediation statements and extensive discovery, the Parties mediated on September 5, 2025, with well-respected mediator, Bruce A. Friedman, of JAMS. After a full day of negotiation, the Parties agreed upon the material terms of the Settlement to resolve all claims on a class wide basis. The Settlement discussions were at arms-length and contested and resulted in the Parties' agreement to settle the Action. Based upon Class Counsel's experience, this was an appropriate time to negotiate a class wide settlement.

11. During the settlement discussions, the Parties also determined that jurisdiction was proper in this Court.

12. Consequently, on September 26, 2025, Plaintiffs voluntarily dismissed the federal action and filed the Action in this Court.

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

14. The Parties then worked diligently to finalize the terms of the Agreement and ancillary documents.

15. The Settlement Agreement was finalized by the Parties and Preliminarily Approved by the Court on December 3, 2025.

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

17. There was no fraud or collusion in the Settlement, which rather was entered into following arm's-length negotiations and with the assistance of an experienced and well-respected mediator, Bruce Friedman of JAMS, this Action is complex and litigation would be costly and uncertain, Plaintiffs elicited extensive data through discovery demonstrating the contours of the Settlement Class, the nature of the Private Information involved, and Defendants' practices and procedures; and the likelihood of success is uncertain.

18. 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.

II. THE SETTLEMENT

19. The Settlement was the result of hard-fought negotiations and represents a favorable outcome for the Settlement Class. The Settlement makes available the following

benefits: (i) a Cash Payment for Documented Losses of up to $2,500.00 per Settlement Class Member or a flat cash payment in the estimated amount of $25.00 per Settlement Class Member; (ii) California Statutory Claim Payments of $50.00 for California Subclass Members; and (iii) a full year of identity protection and credit monitoring services to each Settlement Class Members. Class Counsel believe the Settlement benefits adequately compensate Settlement Class Members for the harm they have suffered, and in light of the risks of continued litigation, represent an excellent result for the Settlement Class.

20. The timing of the notice and 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.

III. OPINION OF COUNSEL

21. 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 Defendants' 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.

22. While Plaintiffs dispute Defendants' 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.

23. 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.

24. 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 potential appeals (*e.g.*, the class certification order and final judgment).

25. The Settlement offers benefits to Settlement Class Member that favorably compare with similar data breach class actions.

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

27. Class Counsel vigorously litigated this Action. Based upon 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.

28. 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.

29. 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 January 23, 2026, no Settlement Class Members have objected to the Settlement or elected to opt-out.

30. In sum, the Settlement is fair, reasonable, and adequate given Defendants' defenses and the challenging and unpredictable path of litigation Plaintiffs would have faced absent the Settlement.

31. The Settlement provides for a reasonable Service Award to each of the five Class Representatives in the amount of $2,500.00, each, subject to approval by the Court.

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

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

34. The Settlement Agreement also provides for an award of attorneys' fees and costs of up to $600,000.00. 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.

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

IV. THE CONTINGENT NATURE OF THE CASE

36. 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.

37. 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 of, it has consumed significant amounts of Class Counsel's time.

38. Class Counsel's work on this Action includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' information; interviewing potential clients; drafting the individual complaints and the Consolidated Complaint; researching and briefing Defendants' motion to dismiss; formulating and serving extensive discovery, including requests for document production, interrogatories, and deposition notices; responding to Defendants' formal discovery requests; gathering and producing responsive documents from Plaintiffs; reviewing documents produced by Defendants; participating in meet and confers with Defendants regarding discovery scheduling and disputes; attending multiple hearings in federal court; preparing a detailed mediation statement; engaging in extensive settlement negotiations with Defendants; drafting the settlement term sheet, the Settlement Agreement, the relevant notices of Settlement, and the Motion for Preliminary Approval; and providing updates to and handling questions from our class representatives. . Class Counsel were mindful to avoid duplicative efforts among themselves.

39. 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 have required a substantial amount of Class Counsel's time and effort. Class Counsel spent significant time working with the Plaintiffs—investigating the Action, preparing and filing documents in court, compiling discovery responses, and keeping Plaintiffs informed of the progress of the Action.

40. 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.

41. 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.

42. 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 Defendants, there have been many factors beyond our control that posed significant risks.

V. THE COSTS AND FEES INCURRED

43. The total lodestar of all the law firms that worked on this Action, through January 28, 2026, is $266,776.70, broken down by firm as follows:

a. Murphy Law: $119,846.00

b. Milberg: $83,768.20

c. SG: $63,162.50

44. 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 $17,510.95. Cost receipts will be submitted to the Court should it so require.

45. Class Counsel's request for $582,489.05 in attorneys' fees ($600,000.00 - $17,510.95 in expenses) results in a multiplier of approximately 2.18.

46. The total hours Class Counsel has spent litigation the Action to date does 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 ultimately result in an even lower multiplier.

47. 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.

48. The hourly rates for Class Counsel and the attorneys and personnel at their firms are as follows, and the background and class action experience of the attorneys who performed the work in this Action are detailed in the Firm Resumes:

a. David Lietz (Senior Partner): $1,141.00

b. Vince Carnevale (Senior Partner): $1,141.00

c. Andrew J. Shamis (Managing Partner): $950.00

d. Mariya Weekes (Partner): $948.00

e. Leanna Loginov (Partner): $850.00

f. A. Brooke Murphy (Managing Partner): $785.00

g. Casondra Turner (Senior Counsel): $948.00

h. Milberg Associate: $581.00

i. SG Associate: $650.00

j. Murphy Law Associate: $500.00

k. Milberg Paralegals - $258.00

l. Murphy Law Paralegals - $225.00-$285.00

m. SG Paralegals - $250.00

49. These hourly rates are within the range of hourly rates that have been approved by Florida courts and across 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 routinely approved these rates.

50. Continuing through today, Class Counsel continues to work with Defendants and the Settlement Administrator regarding Claims administration and processing as well as answering questions from Settlement Class members about the Settlement and the process.

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

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

53. 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 Coral Gables, Florida on this 30th day of January, 2026.

/s/ Mariya Weekes
Mariya Weekes

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 30th day of January, 2026.

/s/ Andrew Shamis
Andrew Shamis

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 Oklahoma City, Oklahoma on this 30th day of January, 2026.

/s/ A. Brooke Murphy
A. Brooke Murphy

EXHIBIT 1

MILBERG.

FIRM RESUME

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

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

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

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

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

Milberg prides itself on providing excellent service worldwide.

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

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

PRACTICE AREAS

SECURITIES FRAUD

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

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

ANTITRUST & COMPETITION LAW

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

FINANCIAL LITIGATION

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

CONSUMER PROTECTION

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

DANGEROUS DRUGS & DEVICES

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

EMPLOYMENT & CIVIL RIGHTS

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

ENVIRONMENTAL LITIGATION & TOXIC TORTS

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

STATE & LOCAL GOVERNMENTS

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

CYBERSECURITY & DATA PRIVACY

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

APPELLATE

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

LEADERSHIP ROLES

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

NOTABLE RECOVERIES

$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

$1 Billion Settlement

W.R. Grace & Co.

$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

$775 Million Settlement

Washington Public Power Supply System Securities Litigation

$586 Million Settlement

In re: Initial Public Offering Securities Litigation

MARIYA WEEKES
Partner

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

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

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

[2] *See* https://milberg.com/precedent-setting-decisions/page/3/.

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

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

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

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

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

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

LOCATIONS

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

CALIFORNIA
280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

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

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

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

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

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

WASHINGTON
1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

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

NETHERLANDS

UNITED KINGDOM

EXHIBIT 2

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 firms' Data Privacy department. Ms. Loginov's practice primarily focuses on protecting individuals impacted by data breaches by ensuring their highly sensitive personl 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.

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. Nastygal.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. Progresive 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 3

Murphy Law Firm specializes in data breach class actions, consumer protection actions, federal securities class actions, and other complex litigation.

Attorney Profile

The firm's founding member, A. Brooke Murphy, has successfully litigated numerous complex cases in courts across the country.

Education:

- Oklahoma City University (B.A., 2005, *summa cum laude*)
- University of Oklahoma College of Law (J.D., 2010, *magna cum laude*)
  - Assistant Articles Editor of OKLAHOMA LAW REVIEW

Admitted to practice:

- Oklahoma
- U.S. District Court for the Western District of Oklahoma
- U.S. District Court for the Northern District of Texas
- U.S. District Court for Nebraska
- U.S. District Court for Eastern District Michigan
- Tenth Circuit Court of Appeals
- First Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Second Circuit Court of Appeals

Publication:

- *Credit Rating Immunity? How the Hands-Off Approach Toward Credit Rating Agencies Led to the Subprime Credit Crisis and the Need for Greater Accountability*, 62 Okla. L. Rev. 735 (2010)

Published Decisions:

- *Green-Cooper v. Brinker Int'l, Inc.* 73 F.4th 888 (11th Cir. 2023)
- *Mulderrig v. Amyris, Inc.*, 340 F.R.D. 575 (N.D. Cal. 2021)
- *McFarlane v. Altice USA, Inc.*, 524 F. Supp. 3d 264 (S.D.N.Y. 2021)
- *In re Solara Med. Data Sec. Breach Litig.*, 613 F. Supp. 3d 1284, 1292 (S.D. Cal. 2020)
- *Mulderrig v. Amyris, Inc.*, 492 F. Supp. 3d 999 (N.D. Cal. 2020)
- *Angeley v. UTi Worldwide Inc.*, 311 F. Supp. 3d 1117 (C.D. Cal. 2018)
- *Nakkhumpun v. Daniel J. Taylor, et al.,* 782 F.3d 1142 (10th Cir. 2015)
- *Spitzberg v. Houston American Energy Corp., et al.*, 758 F.3d 676 (5th Cir. 2014)

Recognition: Oklahoma Super Lawyers, 2020, 2021, 2022, 2023

Notable Class Actions:

- *Lockridge v. Quality Temporary Services, Inc.,* Case No. 4:22-CV-12086 (E.D. Mich.), data breach class action against a staffing company for allegedly failing to protect the sensitive information of its applicants and clients. As class counsel, Ms. Murphy briefed and argued the successful opposition to defendant's motion to dismiss. After the court ruled that plaintiff had both standing and sufficiently alleged claims, Ms. Murphy secured a $2 million non-reversionary common fund on behalf of the 71,495 class members. The settlement provided a variety of favorable benefits, including reimbursement of time up to $175 per class member, reimbursement of expenses up to $7,500, additional *pro rata* cash payments up to $850 per class member, and three (3) years of credit monitoring and identity theft protection.

- *Sanders, et al., v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM (D.C.C.), data breach class action involving the exposure of current and former employees' personal information. Following extensive negotiations and exchanges of information, the case settled for impressive benefits to class members. The settlement secured the creation of a $2.4 million common fund and provided reimbursement of time up to $125 per class member, reimbursement of expenses up to $5,000 per class member, additional cash payments of $100 for class members who experienced data misuse or fraud, five (5) years of 3-bureau credit monitoring and identity theft protection, and residual cash payments up to $95 per claimant.

- *In re: Solara Medical Supplies Data Breach Litig.,* Case No. 3:19-cv-00284-H-KSC (S.D. Cal.), data breach case involving the compromise of customers' protected health information. The case involved complex statutory claims and technical issues. As class counsel, Ms. Murphy was instrumental in litigating the case, which included nine subpoenas *duces tecum*, 13 depositions, the review of nearly a half million documents, and the preparation of numerous expert reports. The settlement secured sizeable cash payments to class members from a $5.06 million settlement fund and meaningful injunctive relief worth in excess of $4.7 million.

- *Mulderrig v. Amyris, Inc., et al.,* Case No. 4:19-cv-01765-YGR (N.D. Cal.), securities class action against a biopharmaceutical company and certain of its officers for alleged misrepresentations concerning the company's recognized and projected revenues. After extensive briefing and a hearing for which Ms. Murphy presented argument on behalf of plaintiffs, the class action complaint survived defendants' motion to dismiss in its entirety, despite the heightened fraud and PSRLA pleading standards. Ms. Murphy spearheaded the aggressive prosecution of the case, including the issuance of several discovery requests and subpoenas *duces tecum* as well as the review of hundreds of thousands of documents. Ms. Murphy also successfully briefed and presented oral argument in support of plaintiffs' motion for class certification. Shortly following the court's order certifying a nationwide class, the parties settled the action for a common fund of $13.5 million.

- *McFarlane v. Altice USA, Inc.,* Case No. 20-CV-1297-JMF (S.D.N.Y.), data breach class action involving the exposure of current and former employees' personal information. The consolidated action survived multiple hurdles, including motions to dismiss, motions to compel arbitration, and challenges to standing. The case was ultimately settled and provided a fair recovery to class members, including compensation for lost time, reimbursement of expenses, 5 years of identity theft protection, and injunctive relief.

- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litig.*, MDL Case No. 17-ml-2792-D (W.D. Okla.), consumer sales practices and products liability class action against Samsung, Electronics Co., Ltd., and numerous home appliance stores for the manufacture and sale of alleged defective washing machines. The multi-district complex litigation resulted from the consolidation of 26 individual actions and brought claims on behalf of approximately 2.8 million individuals who purchased washing machines that were recalled by the U.S. Consumer Product Safety Commission. After years of litigation, a favorable settlement was secured, which brought millions of dollars' worth of benefits to consumers.

- *Angeley v. UTi Worldwide Inc., et al.*, Case No. 2:14-cv-02066-CBM-E (C.D. Cal.), securities class action against international shipping company UTi Worldwide, Inc. and its corporate officers for alleged misrepresentations about the progress of the company's implementation of its new consolidated operating system while failing to disclose the system's critical problems. The case involved extensive motion practice, a successful appeal to the Ninth Circuit Court of Appeals, more than 2 million pages of document production, multiple depositions, and ultimately a settlement that recovered 40.6% of investors' losses.

- *Lortiz v. Exide Technologies, et al.*, Case No. 2:13-cv-02607-SVW-E (C.D. Cal.), securities class action against corporate officers for alleged misrepresentations that concealed the company's environmental abuses and worsening financial condition. The case was highly technical, involving several scientific and financial experts, more than 3 million pages of document production, 26 depositions, and numerous dispositive motions. The case settled just weeks before trial for a recovery that secured 35.6% of investors' losses, despite the company being in bankruptcy.

- *Nakkhumpun v. Taylor, et al.*, Case No. 1:12-cv-01038-CMA-CBS (D. Colo.), securities class action against former officers and directors of Delta Petroleum Corporation for allegedly misrepresenting the company's financial condition and the value of its assets. The case involved significant motion practice and a successful appeal to the Tenth Circuit Court of Appeals. The case ultimately settled for a distribution to investors of 73% of their losses.

- *In re Ener1 Securities Litig.*, Case No. 11-cv-05794-PAC (S.D.N.Y.), securities class action against corporate officers of Ener1, Inc., one of the then-leading electrical vehicle manufacturers, for alleged misrepresentations relating to the company's accounting for unsold inventory and revenue recognition. Following substantial briefing, the case was settled for a recovery that provided investors with more than 40% of their losses, despite the company having filed for bankruptcy protection.

- *Wandel v. Weatherford International, Inc.*, et al., Case No. 12-cv-01305-LAK (S.D.N.Y.), shareholder derivative action against officers and directors of Weatherford International, Inc. for alleged breaches of fiduciary duty related to the improper accounting of more than $900 million of net income over the course of several years. Despite challenging legal barriers, including complex corporate accounting issues and matters of international law (as the company was then-incorporated in Switzerland), shareholders were able to settle the case on behalf of the company and achieved significant corporate governance improvements.

EXHIBIT B

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

JOLIE ESPARZA, ROHENAN HAYNIE, GINO ORTIZ, SHELY FOSTER, AND SCOTT SMITH, on behalf of themselves and all others similarly situated, Plaintiffs, v. **ASPIRE USA, LLC and VALSOFT CORPORATION, INC. D/B/A ALLTRUST NETWORKS.** Defendants.	Case No.: CACE-25-014963

DECLARATION OF MICHAEL LYNCH OF ANGEION GROUP, LLC
RE: IMPLEMENTATION OF NOTICE & SETTLEMENT ADMINISTRATION

I, Michael Lynch, hereby declare as follows:

1. I am the Executive Vice President of Client Strategy and Solutions at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.

3. I am a licensed attorney in the Commonwealth of Pennsylvania with over five years of class action experience. I have been involved in the planning of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans implemented by Angeion.

4. Angeion was appointed as the Settlement Administrator and directed 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 Settlement Agreement. *See* Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, ¶¶ 9, 11 ("Preliminary Approval Order").

5. The purpose of this declaration is to provide the Parties and the Court with a summary and the results of the work performed by Angeion to disseminate notice and initiate the Claims Process in accordance with the Court's Preliminary Approval Order.

DIRECT NOTICE

6. On December 15, 2025, Defendant provided Angeion with two electronic files containing a total of 174,519 records consisting of Settlement Class Member names and mailing addresses, where available, After analyzing the data and removing duplicative records, Angeion identified a total of 174,390 unique Settlement Class Member records, of which 173,635 records contained sufficient mailing address information (the "Class List").[1]

7. Prior to the mailing, Angeion caused the Settlement Class Member mailing addresses to be updated utilizing United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four years and filed a change of address with the USPS.

8. On December 31, 2025, Angeion caused the Postcard Notice to be mailed to the 173,635 Settlement Class Members with sufficient mailing address information on the Class List. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

9. As of January 23, 2026, Angeion has received 37,258 Postcard Notices returned by the USPS as undeliverable. The mailing addresses that correspond with the undeliverable Postcard Notices will be processed through an address verification search ("skip trace") to identify any updated mailing addresses. Postcard Notices will then be promptly remailed to any updated addresses identified via the skip trace efforts.

CASE SPECIFIC WEBSITE AND TOLL-FREE HOTLINE

[1] There are 755 unique Settlement Class Member records that have insufficient or invalid mailing address information, such that Postcard Notices are unable to be delivered to those mailing addresses.

10. On December 30, 2025, Angeion launched the following website devoted to this Settlement: www.AllTrustDataIncidentSettlement.com (the "Settlement Website"). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this Settlement, and copies of important Court documents, such as the (1) Claim Form; (2) Long Form Notice; (3) Preliminary Approval Order; (4) Settlement Agreement; (5) Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement; (6) Class Action Complaints; and (7) Plaintiffs' Notice of Final Approval Hearing.

11. The Settlement Website also includes a "Contact Us" page whereby Settlement Class Members can submit additional questions regarding the Settlement to a dedicated email address: Info@AllTrustDataIncidentSettlement.com. The Settlement Website address was set forth in the Postcard Notice, Long Form Notice, and Claim Form.

12. The Settlement Website also features an online claim filing portal whereby Settlement Class Members are able to securely complete and submit their Claim Form via the Settlement Website. Settlement Class Members also have the option to download a PDF of the Claim Form to complete and submit it by mail. A true and correct copy of the Claim Form is attached hereto as **Exhibit B**.

13. As of January 23, 2026, the Settlement Website has had approximately 18,739 page views and approximately 10,791 sessions, which represents the number of individual sessions initiated by all users on the website.

14. On December 30, 2025, Angeion activated the following toll-free line dedicated to this Settlement: 1-888-499-4241. The toll-free line utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with general information about the Settlement, including responses to frequently asked questions, a summary of the rights and options Settlement Class Members have in the Settlement, and important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

15. As of January 23, 2026, the toll-free line has received approximately 753 calls, totaling 3,518 minutes.

CLAIM FORM SUBMISSIONS

16. The deadline for Settlement Class Members to submit a Claim Form is March 3, 2026. As of January 23, 2026, Angeion has received a total of 3,575 Claim Form submissions. Of the 3,575 claim form submissions, 3,574 were submitted online and 1 was submitted by mail. These Claim Form submissions are still subject to final audits, including a final assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to keep the Parties apprised of the number of Claim Forms received and the status of claims review.

PRELIMINARY CLAIMS RATE

17. The 3,575 Claim Form submissions received thus far represents an approximate 2.05% claims rate. The current claims rate is higher than anticipated given the recency of the Postcard Notice mailing, and is expected to increase by the March 3, 2026, claim filing deadline. Angeion will provide an updated claims rate in a subsequent declaration submitted prior to the Final Approval Hearing.

REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

18. The deadline for Settlement Class Members to request exclusion from, or object to the Settlement is March 3, 2026. As of January 23, 2026, Angeion has not received, nor been made aware of any exclusion requests or objections to the Settlement. Angeion will inform the Parties of any exclusion requests or objections it receives.

NOTICE & ADMINISTRATION COSTS

19. Through December 31, 2025, the approximate cost to provide notice and administration services has totaled $102,902. The remaining cost to provide notice and administration services through the conclusion of the administration is preliminarily projected to be approximately $60,000, with an overall total cost to provide notice and administration services preliminarily projected[2] to be approximately $162,902.

REACH PERCENTAGE

[2] This preliminary estimate will vary based on the number of Claim Forms received, claims processing work required, the number of payments that will be sent and the payment methods selected by Settlement Class Members. This preliminary estimate is also premised on anticipated costs associated with a single distribution of payments. Angeion will provide a separate cost estimate if a subsequent distribution is required or if out-of-scope services not contemplated in Angeion's estimate are requested.

20. Based on the direct notice efforts described above, Angeion currently estimates that the Postcard Notice was successfully delivered[3] to 136,377 Settlement Class Members, representing approximately 78.63% of the unique Settlement Class Members on the Class List.[4] As the remail efforts are ongoing, the reach percentage is expected to increase at the conclusion of the Notice Program. Angeion will provide the Court with updated deliverability statistics in a subsequent declaration submitted prior to the Final Approval Hearing.

21. The Federal Judicial Center states that a notice plan that reaches 70-95% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide for Judges," at 27 (3d Ed. 2010).

CONCLUSION

22. The notice plan implemented in this Settlement included sending direct notice to all reasonably identifiable Settlement Class Members, combined with the implementation of the dedicated Settlement Website and toll-free telephone support to further inform Settlement Class Members of their rights and options in the Settlement.

23. It remains my professional opinion that the notice plan implemented in this Settlement provided full and proper notice to Settlement Class Members before the applicable response deadlines, and that the notice plan was the best notice practicable under the circumstances, fully comporting with due process and Fla. R. Civ. P. 1.220(d)(2).

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: January 23, 2026

Michael Lynch

[3] For purposes of this calculation, notice was considered to be "successfully delivered" if it was mailed and not returned as undeliverable by the United States Postal Service ("USPS") or remailed to an updated address and not subsequently returned as undeliverable.

[4] Due to the recency of the Postcard Notice mailing, this preliminary calculation remains subject to change based on any additional Postcard Notices returned as undeliverable, and the results of subsequent re-mail attempts.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The Florida Circuit Court, Broward County, has authorized this Notice.

This is not a solicitation from a lawyer. You are not being sued.

If your Private Information was impacted by the Data Incident experienced by Valsoft Corporation, Inc. d/b/a AllTrust Networks and Aspire USA, LLC, you may be entitled to benefits from a class action Settlement.

Scan the QR code below, visit www.AllTrustDataIncidentSettlement.com or call Toll-Free 1-888-499-4241 for more information.

AllTrust Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed Settlement has been reached with Valsoft Corporation, Inc. d/b/a AllTrust Networks and Aspire USA, LLC ("Defendants") arising out of cybersecurity incident involving Defendants resulting in the potential unauthorized access to or acquisition of Private Information that took place between February 12, 2024, and February 15, 2024 (the "Data Incident"). The case is known as *In re: AllTrust Data Breach Litigation,* CACE-25-014963, pending in the Florida Circuit Court, Broward County.

Who is Included? All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. *You are receiving this Notice because Defendants' records indicate that you are a Settlement Class Member.*

What does the Settlement Provide? Settlement Class Members may submit a Claim Form to receive Credit Monitoring and/or one of the following payment options: Cash Payment A – Documented Losses more likely than not caused by the Data Incident (up to $2,500) **or** Cash Payment B – Flat Cash in the amount $25 (subject to *pro rata* reduction). In addition, members of the California Settlement Subclass may also elect to receive the California Statutory Award in the amount of $50 (subject to *pro rata* reduction). Defendants will also pay Settlement Administration Costs, and subject to Court approval, Attorneys' Fees and Costs of up to $600,000 and Service Awards for the Class Representatives in an amount not to exceed $2,500 each. Please visit www.AllTrustDataIncidentSettlement.com for a full description of the Settlement Class Member Benefits.

How To Get Benefits: Visit www.AllTrustDataIncidentSettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **March 3, 2026**, or submitted by mail must be postmarked no later than **March 3, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **March 3, 2026**. If you do not exclude yourself, you will release any claims you may have against the Defendants related to the Data Incident, as more fully described in the Settlement Agreement, available at www.AllTrustDataIncidentSettlement.com. If you do not exclude yourself, you may **object** to the Settlement and/or Class Counsel's Attorneys' Fees and Costs, or the Class Representative Service Awards by **March 3, 2026**. For complete details on how to exclude yourself from or object to the Settlement, please visit www.AllTrustDataIncidentSettlement.com.

The Lawyers Representing You. The Court has appointed Shamis & Gentile, P.A., Milberg Coleman Bryson Phillips Grossman, and Murphy Law Firm as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

The Final Approval Hearing: The Court has scheduled a hearing for **March 16, 2026,** at **9:30 a.m. ET** via Virtual Zoom Court, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.AllTrustDataIncidentSettlement.com for updates.

This Notice is only a Summary. Please visit www.AllTrustDataIncidentSettlement.com or call toll-free 1-888-499-4241 for more information.

Exhibit B

Your claim must be submitted online or postmarked by: March 3, 2026

In re: AllTrust Data Breach Litigation
Case No. CACE-25-014963
Florida Circuit Court, Broward County

ATD

CLAIM FORM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the **Settlement Class**, defined as: All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

California Settlement Subclass means Settlement Class members residing in California who were identified as potentially having personally identifiable information accessed in the Data Incident.

Data Incident means the cybersecurity incident involving Defendants resulting in the potential unauthorized access to or acquisition of Private Information that took place between February 12, 2024, and February 15, 2024.

You can submit a Claim Form online at www.AllTrustDataIncidentSettlement.com or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **March 3, 2026**.

SETTLEMENT CLASS MEMBER BENEFITS

The following Settlement provides for the following benefits:

Credit Monitoring Services. Settlement Class Members shall be offered an opportunity to enroll in one year of CyEx's Financial Shield Pro with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) $1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Cash Payment A – Documented Losses. Settlement Class Members may submit a claim for a Cash Payment for up to $2,500.00 per Settlement Cass Member upon presentment of **extraordinary documented losses related to the Data Incident**.

- 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 the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendants or otherwise.
- No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.
- The loss must have been more likely than not caused by the Data Incident, and must have occurred between February 14, 2024, and **March 3, 2026**.
- The Settlement Class Member must also have also made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Cash Payment B – Flat Cash. As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the estimated amount of $25.00. The maximum amount payable to Settlement Class Members for Cash Payment B – Flat Cash shall be $200,000.00. In the event the aggregate claimed amount of payments for Cash Payment B exceeds $200,000.00, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all such payments does not exceed $200,000.00.

California Statutory Claim Payment. In addition to Cash Payment A or B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of $50.00. The maximum amount payable to Settlement Class Members for the California Statutory Claim Payment shall be $100,000.00. In the event the aggregate claimed amount of payments for the California Statutory Claim Payment exceeds $100,000.00, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all such payments does not exceed $100,000.00.

Your claim must be submitted online or postmarked by: March 3, 2026

In re: AllTrust Data Breach Litigation
Case No. CACE-25-014963
Florida Circuit Court, Broward County

CLAIM FORM

ATD

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID**

II. CREDIT MONITORING

☐ Check this box if you want to receive Credit Monitoring. Submitting this Claim Form will not automatically enroll you into Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the "Effective Date").

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you are seeking payment for extraordinary documented losses related to the Data Incident.

Settlement Class Members **must submit reasonable documentation**[1] supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts.

Description of Documentation Provided	*Amount*
Total Documented Losses:	

[1] Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Your claim must be submitted online or postmarked by: March 3, 2026

In re: AllTrust Data Breach Litigation
Case No. CACE-25-014963
Florida Circuit Court, Broward County

CLAIM FORM

ATD

IV. CASH PAYMENT B – FLAT CASH

☐ Check this box if you want to receive the Flat Cash Payment in the amount of $25.00.

If you are submitting a claim for Cash Payment A – Documented Losses, you are not eligible for this benefit.

V. CALIFORNIA STATUTORY CLAIM PAYMENT

☐ Check this box if you are a member of the California Settlement Subclass and want to receive the California Statutory Award in the amount of $50.00. This benefit can be selected in addition to Cash Payment A or Cash Payment B.

VI. PAYMENT SELECTION

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

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

***Payment via check will be mailed to the address provided in Section I above.**

VII. CERTIFICATION

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature	Printed Name	Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form (including any supporting documentation) to the Settlement Administrator, so it is postmarked no later than **March 3, 2026**.

AllTrust Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT C

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

JOLIE ESPARZA, ROHENAN HAYNIE, GINO ORTIZ, SHELY FOSTER, AND SCOTT SMITH, on behalf of themselves and all others similarly situated, Plaintiffs, v. **ASPIRE USA, LLC and VALSOFT CORPORATION, INC. D/B/A ALLTRUST NETWORKS.** Defendants.	Case No. CACE-25-014963

[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 January 30, 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on December 3, 2025, 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 Mariya Weekes of Milberg PLLC, Andrew Shamis of Shamis & Gentile, P.A., and A. Brooke Murphy of the Murphy Law Firm, and as Class Counsel; (5) appointed Angeion Group as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

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

WHEREAS, on March 16, 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 the Release contained in Section IX therein and all capitalized terms used herein 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: (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 defendants to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and was 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 Final Approval Order.

9. The appointment of the Class Representatives, Class Counsel, and the Settlement Administrator is affirmed.

10. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (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 that there were no objections to the Settlement, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

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

> All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

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

14. Class Counsel is awarded $600,000.00 for attorneys' fees and costs. These payments shall be made or caused to be made by Defendants. The Court evaluated settlement Class Counsel's request by examining Class Counsel's lodestar, enhanced by a contingency risk and/or results achieved multiplier, applying the reasonableness factors in *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995), and concludes that amount is fair and within the range of reason.

15. The Class Representatives shall be awarded Service Awards in the amount of $2,500.00 each. The Service Awards shall be paid or caused to be paid by Defendants in accordance with the Agreement.

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

17. 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.

18. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be

admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

19. With the exception of those who timely opted-out of the Settlement, all Settlement Class Members shall be bound by this Final Approval Order.

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

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

_____
HON. SHARI AFRICK OLEFSON
CIRCUIT COURT JUDGE

Copies Furnished to:

Counsel of Record

Amanda B Murphy, E-mail : adb@murphylegalfirm.com
Amanda B Murphy, E-mail : abm@murphylegalfirm.com
Andrew J Shamis, E-mail : Ashamis@shamisgentile.com
Andrew J Shamis, E-mail : crosario@shamisgentile.com
Andrew J Shamis, E-mail : sbabani@shamisgentile.com
Emmanuella Jean-Jacques, E-mail : ejeanjacques@mullen.law
Emmanuella Jean-Jacques, E-mail : anowell@Mullen.law
Emmanuella Jean-Jacques, E-mail : Emmyjj1305@gmail.com
Joseph J. Huss E-mail : jjh@khllaw.com
Mariya Weekes, E-mail : Mweekes@milberg.com
Mariya Weekes, E-mail : spassanisi@milberg.com
Mariya Weekes, E-mail : hsheflin@milberg.com