

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**DEBRA MARINO, MYRA REAMES-
CLEVINGER, and SHIRLEY ROHR,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**MULLINAX FORD OF CENTRAL
FLORIDA, INC.,**

Defendant.

Case No. 2026-CA-004289-O

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release¹ is entered into between Plaintiffs Debra Marino, Myra Reames-Clevenger, and Shirley Rohr, on behalf of themselves and the Settlement Class, and Defendant Mullinax Ford of Central Florida, Inc. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. PROCEDURAL HISTORY

1. Between December 4, 2025, and December 25, 2025, Defendant experienced a ransomware incident and immediately began an investigation into the matter (the “Data Incident”). Defendant determined that certain files may have been accessed or acquired without authorization and, on or around April 15, 2026, sent out notices to potentially impacted individuals.

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

2. Following an investigation, Defendant learned that the Private Information of several thousands of individuals were contained in the potentially affected files from the Data Incident.

3. On February 5, 2026, Plaintiffs Reames-Clevenger and Rohr filed a Class Action Complaint relating to this Data Incident in the United States District Court, Middle District of Florida, Orlando Division. *Myra Reames-Clevenger and Shirley Rohr v. Mullinax Ford of Central Florida, Inc.*, Case No. 6:26-cv-00291-RBD-LHP (the “Federal Action”)

4. Shortly thereafter, the Parties prepared for and attended a scheduling conference and Defendant filed a motion to dismiss the complaint on March 3, 2026.

5. On or around April 21, 2026, Plaintiff Debra Marino filed her Class Action Complaint relating to the same Data Incident in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. *Debra Marino v. Mullinax Ford of Central Florida, Inc.*, Case No. 2026-CA-004289-O (the “Action”)

6. On April 28, 2026, in an effort to conserve resources for the benefit of the class, the Plaintiffs from the Federal Action and Defendant filed a joint motion to stay the Federal Action pending a scheduled mediation with experienced mediator, Lance Harke of Upchurch Watson White & Max. The Court granted the motion to stay on May 4, 2026.

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

8. The Parties participated in a full-day mediation on May 18, 2026, with Lance Harke where arms-length negotiations between experienced counsel were conducted. However, the

Parties were unable to reach an agreement and continued negotiating following mediation. On May 19, 2026, the Parties reached an agreement on the material terms of this class wide Settlement.

9. During these confidential negotiations, it was determined federal court jurisdiction was improper and that jurisdiction and venue was proper in this Court.

10. Consequently, Plaintiffs from the Federal Action dismissed their action in federal court and joined this Action, which alleges similar claims against Defendant arising out of the same Data Incident for negligence/negligence *per se*, breach of implied contract, and a breach of implied covenant of good faith and fair dealing on behalf of a national class.

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

this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. DEFINITIONS

12. “**Action**” means the class action lawsuit entitled: *Marino, et al. v. Mullinax Ford of Central Florida Inc.*, Case No. 2026-CA-004289-O, currently pending in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

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

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

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

16. “**Cash Payment A – Documented Losses**” means the up to \$3,000.00 in cash compensation that Settlement Class Members with documented/evidenced losses (i.e., out of pocket losses, identity theft, fraud) may elect under the Settlement.

17. “**Cash Payment B – Lost Time**” means the \$25.00 per hour cash compensation (up to a total of three (3) hours (\$75.00 total)) that Settlement Class Members may elect under the Settlement with a “check-mark attestation signed under oath” that the Settlement Class Member’s time was spent responding to the Data Incident.

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

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

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

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

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

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

24. **“Class Counsel”** means Carolyn Chen of Strauss Borrelli PLLC, Tonyia Johnson of Shamis & Gentile P.A, and Scott Edelsberg of Edelsberg Law, P.A..

25. **“Class List”** means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current physical addresses.

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

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

28. “**Court**” means the Circuit Court of the Ninth Judicial Circuit in and for Orange County Florida and the Judge(s) assigned to the Action.

29. “**Credit Monitoring**” means the two (2) years of one (1) credit bureau credit monitoring that will be available to all Settlement Class Members upon election.

30. “**Data Incident**” mean the December 2025 Data Incident, in which unauthorized threat actors accessed Defendant’s computer network and allegedly gained access to the Private Information of Plaintiffs and the Settlement Class, as further detailed in ¶ 2, *supra*.

31. “**Defendant**” means Mullinax Ford of Central Florida, Inc., the defendant in the Action.

32. “**Defendant’s Counsel**” means Matthew A. Green of Cole, Scott & Kissane P.A.

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

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

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

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

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

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

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

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

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

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

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

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

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

46. “**Plaintiffs**” means Debra Marino, Myra Reames-Clevenger, and Shirley Rohr, the named plaintiffs in this Action.

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

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

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

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

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

46. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to

the Data Incident, including but not limited to any claims that were asserted or could have been asserted in the Action.

47. **“Released Parties”** means Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident.

48. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

49. **“Service Awards”** means the \$2,750.00 payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

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

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

52. **“Settlement Class”** means the 4,038 United States citizens whose Private Information was allegedly compromised in the Data Breach discovered by Defendant in February 2026, as alleged in the Complaint, including all those who received notice of the purported Data

Incident. Excluded from the Settlement Class are (a) Defendant and its parents or subsidiaries, any entities in which it has a controlling interest, as well as its officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and (b) the any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

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

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

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

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

to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. CERTIFICATION OF THE SETTLEMENT CLASS

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

IV. SETTLEMENT CONSIDERATION

58. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments A, B, and/or C to Settlement Class Members who submit a Valid Claim; (c) Credit Monitoring for Settlement Class Members who submit a Valid Claim; and (d) any Court-awarded attorneys' fees, costs, expenses, and Service Awards.

59. ***Cash Payments*** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. Cash Payment A – Documented Losses

All Settlement Class Members are eligible to submit a claim for up to \$3,000.00 per Settlement Class Member upon presentment of reasonable documentation of any and all documented/evidenced losses incurred as a result of the Data Incident. Documented Losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment C, provided the Claim was otherwise timely submitted.

b. Cash Payment B – Lost Time

Settlement Class Members may submit a Claim for reimbursement for time spent remedying issues related to the Data Incident or researching the Data Incident at a rate of \$25.00

per hour, for up to three (3) hours (a total of \$75.00), which shall require the Settlement Class Member to attest (by signature and checkmark) the validity of the Class Member's Lost Time Claim. Settlement Class Members may elect to submit a Claim for both Cash Payment A and Cash Payment B.

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

As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is an alternative cash payment in the amount of \$50.00.

60. ***Credit Monitoring*** – In addition to a Cash Payment, all Settlement Class Members may submit a Claim for two (2) years of one (1) bureau Credit Monitoring through one of the three (3) national credit bureaus (to be determined by Angeion Group at a later date).

61. ***Settlement Administration Costs*** – Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Settlement Administration Costs shall be paid by Defendant separate from and in addition to the Settlement Class Member Benefits.

V. **SETTLEMENT APPROVAL**

62. Within ten (10) days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class

Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Carolyn Chen, Tonyia Johnson, and Scott Edelsberg as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Angeion Group as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. SETTLEMENT ADMINISTRATOR

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

64. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

65. The Settlement Administrator's duties include:

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

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

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

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

e. Responding to any mailed Settlement Class Member inquiries;

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

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

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

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

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

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

l. Ensuring that Credit Monitoring Codes are mailed to all Settlement Class Members; and

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

**VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND
OBJECTION PROCEDURES**

66. Defendant will make available to the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

67. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form and include Business Reply Mail.

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

69. The Postcard Notice shall include, among other information: a description of the

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

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

71. **Opt-Outs.** The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement

Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

72. **Objections.** The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Expenses, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator by the Objection Deadline. For an objection to be considered by the Court, the Settlement Class Member must file with the Court and mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator the objection before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded themselves from the Settlement Class. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

73. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each

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

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

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

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

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

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

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

74. Any Settlement Class Member who fails to comply with the provisions of this Section and the requirements of the Preliminary Approval Order and Long Form Notice shall

waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in this Agreement.

VIII. CLAIM FORM PROCESS AND DISBURSEMENT OF CASH PAYMENTS

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

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

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

78. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class

member in an effort to determine which Claim Form is the appropriate one for consideration.

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

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

timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

- a. The Settlement Administrator shall have thirty (30) days from the Claim Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

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

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

86. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, an election they can make on the Claim Form. Settlement Class Members will have a period of ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within one hundred twenty (120) days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and

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

87. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

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

89. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

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

X. SERVICE AWARDS, ATTORNEYS' FEES, AND COSTS

90. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,750.00 each, subject to Court approval. The Service Awards shall be payable separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within five (5) days of the Effective Date.

91. ***Attorneys' Fees, Costs, and Expenses*** - Class Counsel shall apply to the Court for an award of attorneys' fees, costs, and expenses of \$140,000.00, to be paid by or on behalf of

Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees, costs, and expenses award by check or wire transfer to an account designated by Class Counsel within five (5) days of the Effective Date. The Application for Attorneys' Fees, Costs, Expenses, and Service Awards shall be filed at least forty-five (45) days before the initial scheduled Final Approval Hearing.

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

XI. RELEASES

93. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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

XII. TERMINATION OF SETTLEMENT

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

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

d. The occurrence of the Effective Date.

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

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

XIII. EFFECT OF TERMINATION

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

100. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. NO ADMISSION OF LIABILITY

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

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

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

or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

XV. MISCELLANEOUS PROVISIONS

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

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

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

109. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

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

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

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

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

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

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

If to Plaintiffs or Class Counsel:

Tonyia Johnson
SHAMIS & GENTILE, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33136
Tel: (305) 479-2299
tjohnson@shamisgentile.com

Carolyn Chen
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
cchen@straussborrelli.com

Scott Edelsberg
EDELSBERG LAW, P.A.
20900 NE 30th Ave, Ste 417
Aventura, FL 33180
Tel: (305) 975-3320
scott@edelsberglaw.com

If to Defendant or Defendant's Counsel:

Matthew Green
COLE, SCOTT & KISSANE, P.A.
110 Tower, 110 SE 6th Street, Suite 2700

Fort Lauderdale, FL 33301
Telephone: (954) 854-0906
Facsimile: (954) 703-3701
matthew.green@csklegal.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

120. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

Signature Page to Follow

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


Tonya Johnson (Aug 6, 2026 14:06:16 EDT)

TONYIA JOHNSON
Shamis & Gentile P.A.



CAROLYN CHEN
Strauss Borrelli PLLC



SCOTT EDELSBERG
Edelsberg Law, P.A.

MULLINAX FORD OF CENTRAL FLORIDA INC.,

By: _____
Its _____

COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,

MATTHEW GREEN
Cole, Scott & Kissane, P.A.

PLAINTIFFS

DEBRA MARINO

MYRA REAMES-CLEVENGER

SHIRLEY ROHR

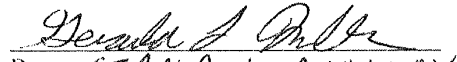
CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

TONYIA JOHNSON
Shamis & Gentile P.A.

CAROLYN CHEN
Strauss Borrelli PLLC

SCOTT EDELSBERG
Edelsberg Law, P.A.

MULLINAX FORD OF CENTRAL FLORIDA INC.,


By: GERALD L. MULLINAX
Its PRES

COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,



MATTHEW GREEN
Cole, Scott & Kissane, P.A.

PLAINTIFFS

DEBRA MARINO

MYRA REAMES-CLEVINGER

SHIRLEY ROHR

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

TONYIA JOHNSON
Shamis & Gentile P.A.

CAROLYN CHEN
Strauss Borrelli PLLC

SCOTT EDELSBERG
Edelsberg Law, P.A.

MULLINAX FORD OF CENTRAL FLORIDA INC.,

By: _____
Its _____

COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,

MATTHEW GREEN
Cole, Scott & Kissane, P.A.

PLAINTIFFS

DEBRA MARINO

Signed by:

Myra Reames-Clevenger

MYRA REAMES-CLEVINGER

SHIRLEY ROHR

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

TONYIA JOHNSON
Shamis & Gentile P.A.

CAROLYN CHEN
Strauss Borrelli PLLC

SCOTT EDELSBERG
Edelsberg Law, P.A.

MULLINAX FORD OF CENTRAL FLORIDA INC.,

By: _____
Its _____

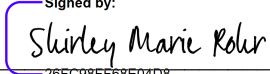
COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,

MATTHEW GREEN
Cole, Scott & Kissane, P.A.

PLAINTIFFS

DEBRA MARINO

MYRA REAMES-CLEVENGER

Signed by:


SHIRLEY ROHR

26EC98FE68E04D8...

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

TONYIA JOHNSON
Shamis & Gentile P.A.

CAROLYN CHEN
Strauss Borrelli PLLC

SCOTT EDELSBERG
Edelsberg Law, P.A.

MULLINAX FORD OF CENTRAL FLORIDA INC.,

By: _____
Its _____

COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,

MATTHEW GREEN
Cole, Scott & Kissane, P.A.

PLAINTIFFS

Debra Marino
ID em1bYZ5jAS29PLWABPXY7emh
DEBRA MARINO

MYRA REAMES-CLEVENGER

SHIRLEY ROHR

EXHIBIT 1

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

***Marino, et al. v. Mullinax Ford of
Central Florida Inc.***

**Case No. 2026-CA-004289-O
Circuit Court of the Ninth Judicial
Circuit in and for Orange County, FL**

**You may be entitled to a Cash
Payment and Credit Monitoring
from a class action settlement.**

**Your rights may be affected.
Please read this Notice carefully.**

For complete information about
your rights and options, including
how to submit a Claim Form,
request exclusion from the
Settlement, or object to the
Settlement, visit **WEBSITE** to view
the Long Form Notice.

Mullinax 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»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

MULLINAX DATA INCIDENT SETTLEMENT
CLAIM FORM
«BARCODE»

Check the box(es) to indicate which benefit(s) you want to receive and provide the required information. You can select **Credit Monitoring** and either **Lost Time** or the **Alternative Cash Payment**. Visit **WEBSITE** to submit a claim for the Documented Losses.

☐ **Credit Monitoring.** Provide an email address to receive enrollment instructions: _____

YOU MAY SELECT ONE OF THE FOLLOWING CASH PAYMENT OPTIONS. YOU CANNOT SELECT BOTH.

☐ **Lost Time.** Select the number of hours spent: ☐ One (1) Hour ☐ Two (2) Hours ☐ Three (3) Hours **OR**

☐ **Alternative Cash Payment (\$50.00).**

SELECT A PAYMENT METHOD: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (mailed to the address above).

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

For more information, including disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card digital payment options, please visit **WEBSITE**.

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best my knowledge or recollection and that I am a Settlement Class Member and I have not opted out of the Settlement.

Signature: _____ **Printed Name:** _____ **Date:** __/__/__
«BARCODE»

A proposed class action settlement has been reached in the lawsuit captioned: *Marino, et al. v. Mullinax Ford of Central Florida Inc.*, No. 2026-CA-004289-O, pending in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Who is Included? The Settlement Class includes the 4,038 United States citizens whose Private Information was allegedly compromised in the Data Incident discovered by Defendant in February 2026, including all those who received notice of the Data Incident from Defendant. You are receiving this Notice because you have been identified as a Settlement Class Member.

Settlement Class Member Benefits. Settlement Class Members who submit a Valid Claim are eligible to receive two (2) years of one (1) bureau Credit Monitoring **AND** a Cash Payment in the form of either (a) up to \$3,000 for unreimbursed Documented Losses relating to fraud or identity theft and/or reimbursement for Lost Time spent remedying issues related to the Data Incident at a rate of \$25/hour up to 3 hours (\$75 max); **OR** (b) \$50 Alternative Cash Payment. Visit **WEBSITE** for a complete description of the Settlement Class Member Benefits.

How To Get Benefits: Settlement Class Members who do not opt out of the Settlement, can submit a claim online **WEBSITE**, can complete and return the Claim Form included with this Notice, or can download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**, or mailed postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please review the Long Form Notice available at **WEBSITE** for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Carolyn Chen of Strauss Borrelli PLLC, Tonyia Johnson of Shamis & Gentile P.A., and Scott Edelsberg of Edelsberg Law, P.A. as Class Counsel to represent you and the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court for an award of attorneys' fees, costs, and expenses of \$140,000.00, to be paid by or on behalf of Defendant and Service Awards not to exceed \$2,750 for each of the three (3) Class Representatives. The Court may award less than these amounts. These payments are separate from, and do not affect, Settlement Class Member payments.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, attorneys' fees, costs, and expenses, 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 **WEBSITE** for updates.

This Notice is only a Summary. For more information visit **WEBSITE or call toll-free 1-XXX-XXX-XXXX.**

**NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES**

BUSINESS REPLY MAIL

**MULLINAX DATA INCIDENT SETTLEMENT
SETTLEMENT ADMINISTRATOR
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103**

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are one of the 4,038 United States citizens whose Private Information was potentially compromised in the Data Incident discovered by Mullinax Ford of Central Florida, Inc. in February 2026, you may be entitled to receive a Cash Payment and Credit Monitoring from a class action settlement.

The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit Marino v. Mullinax Ford of Central Florida Inc., No. 2026-CA-004289-O, pending in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. If the Court approves the Settlement, it will resolve claims arising from the Data Incident involving Mullinax Ford of Central Florida, Inc. ("Defendant").

**IF YOU ARE A SETTLEMENT CLASS MEMBER, THE SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: DATE	Submitting a timely and valid Claim Form is the only way to receive Settlement Class Member Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at FAQ #12 .
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member Benefits. More information about excluding yourself is available at FAQ #18 .
OBJECT TO THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you <u>cannot</u> object to it. If you object to the Settlement, you may still submit a Claim Form. More information about objecting is available FAQ #21 .
ATTEND THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are <u>not</u> required to attend the Final Approval Hearing. More information about the Court's Final Approval hearing is available at FAQ#23 .
DO NOTHING	If you do nothing, you will not receive a Cash Payment or Credit Monitoring and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Class Member Benefits will not be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform you of a proposed Settlement in this class action lawsuit. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

The lawsuit is known as *Marino, et al. v. Mullinax Ford of Central Florida Inc.*, No. 2026-CA-004289-O, pending in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (the “Action”).

The Plaintiffs who brought this class action lawsuit are Debra Marino, Myra Reames-Clevenger, and Shirley Rohr. The Court has appointed Debra Marino, Myra Reames-Clevenger, and Shirley Rohr as Class Representatives to represent the Settlement Class.

The lawsuit was brought against Mullinax Ford of Central Florida, Inc. relating to the December 2025 Data Incident, in which unauthorized threat actors accessed Defendant’s computer network and allegedly gained access to the Private Information of Plaintiffs and the Settlement Class.

Private Information includes full names, addresses, dates of birth, Social Security numbers, financial information, and driver’s license or state identification information.

The specific legal claims alleged by the Plaintiffs can be viewed in Plaintiffs’ Amended Class Action Complaint (“Complaint”), which is available on the Settlement Website, [WEBSITE](#).

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the “Plaintiffs” or “Named Plaintiffs”) bring claims on behalf of a larger group of people who have similar claims (the “Settlement Class” or “Settlement Class Members”). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or “opt-out” of) the Settlement Class. Under the Settlement, “Settlement Class Members” refers to individuals who meet the Settlement Class definition (*See* Question 5 below) and do not opt out of the Settlement.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree about the legal claims in this Action. The Action has not gone to trial, and the Court has not decided in favor of either the Plaintiffs or the Defendant. Instead, the Plaintiffs and Defendant (collectively, the “Parties”) agreed to settle the Action after considering the risks, costs, and uncertainties of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes the 4,038 United States citizens whose Private Information was allegedly compromised in the Data Incident discovered by Defendant in February 2026, as alleged in Plaintiffs’ Complaint, including all those who received notice of the purported Data Incident from the Defendant.

Notice of this Settlement was mailed to individuals identified as Settlement Class Members based on information in Defendant’s records.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (a) Defendant and its parents or subsidiaries, any entities in which it has a controlling interest, as well as its officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and (b) the any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

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

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-XXX-XXX-XXXX, emailing INSERT EMAIL ADDRESS or writing to Mullinax Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Settlement Class Members who timely submit a Valid Claim Form may elect to receive two (2) years of one-bureau Credit Monitoring and select one of the following Cash Payment options:

OPTION 1

Settlement Class Members may submit a claim for reimbursement of Documented Losses and/or Lost Time. Settlement Class Members who submit a claim for either of these Cash Payment options are not eligible to receive the Alternative Cash Payment.

Cash Payment A – Documented Losses. Up to \$3,000.00 in cash compensation for unreimbursed Documented Losses incurred as a result of the Data Incident.

Documented Losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

Cash Payment B – Lost Time. Settlement Class Members may also submit a claim for reimbursement of time spent addressing or researching issues related to the Data Incident at a rate of \$25.00 per hour, for up to three (3) hours (up to \$75.00 total).

OPTION 2

Settlement Class Members who do not submit a claim for Documented Losses or reimbursement for Lost Time may claim the Alternative Cash Payment. Settlement Class Members who select the Alternative Cash Payment may also elect to receive Credit Monitoring.

Cash Payment C - Alternative Cash Payment in the amount of \$50.00.

9. What else does the Settlement provide for?

Defendant has also agreed to pay (or cause to be paid): (a) all Settlement Administration Costs; (b) any attorneys' fees, costs, and expenses awarded by the Court; and (c) any Service Awards awarded by the Court to the Class Representatives.

Questions? Visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

These payments are separate from, and will not reduce or affect, the Settlement Class Member Benefits available to Settlement Class Members who timely submit Valid Claims.

10. What am I giving up in order to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues resolved by this Settlement, and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (*see* next question).

If you are a Settlement Class Member and you do not opt out of the Settlement, you still must timely submit a Valid Claim Form to receive Settlement Class Member Benefits.

11. What are the Released Claims?

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

For more information, please refer to the Settlement Agreement, which is available on the Settlement Website at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Class Member Benefits?

Settlement Class Members must submit a Claim Form in order to receive Settlement Class Member Benefits. Visit [WEBSITE](#) to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be received or postmarked no later than [DATE](#).

Completed Claim Forms along with supporting documentation, if required, must be mailed to the Settlement Administrator at the following address:

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

13. Can I request a Claim Form?

Yes. Settlement Class Members can contact the Settlement Administrator and ask to have a Claim Form mailed to them.

Call Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: Mullinax Data Incident Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [Email Address](#).

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

14. What happens if my contact information changes after I submit a Claim Form?

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit a Claim Form. Please include your Notice ID or Claim Number (if you submitted your claim online) with your written request to the Settlement Administrator.

Mail: Mullinax Data Incident Settlement, Attn: Claim Update, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [Email Address](#).

15. When and how will I receive the Settlement Class Member Benefits?

If you submit a valid claim for Credit Monitoring, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final. The email will be sent to the email address that you provided on your Claim Form.

Cash Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes Final. Payments will be issued via the payment method you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact information or payment instructions after the submission of your Claim Form. Failure to do so may result in forfeiture of your payment.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Class Member Benefits can be issued. Please be patient and check [WEBSITE](#) for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Carolyn Chen of Strauss Borrelli PLLC, Tonyia Johnson of Shamis & Gentile P.A., and Scott Edelsberg of Edelsberg Law, P.A. as Class Counsel to represent the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

Carolyn Chen STRAUSS BORRELLI PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Tonyia Johnson SHAMIS & GENTILE, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33136	Scott Edelsberg EDELSBERG LAW, P.A. 20900 NE 30th Ave, Ste 417 Aventura, FL 33180
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17. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of \$140,000.00 attorneys' fees, costs, and expenses. Class Counsel, on behalf of the Class Representatives, may also seek Court approval of Service Awards up to \$2,750.00 for each of the three (3) Class Representatives. The Application for Attorneys' Fees, Costs, Expenses, and Service Awards shall be filed at least forty-five (45) days before the initial scheduled Final Approval Hearing.

Any attorneys' fees, costs, and expenses or Service Awards awarded by the Court will not reduce or affect the Settlement Class Member Benefits available to Settlement Class Members who timely submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the legal claims raised in this Action and/or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

18. How do I get out of the Settlement?

Settlement Class Members may opt-out of the Settlement by mailing a request to opt-out to the Settlement Administrator postmarked no later than the **Opt-Out Deadline**. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class.

Mullinax Data Incident Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will **not** be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement.

19. If I exclude myself, can I still receive Settlement Class Member Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Class Member Benefits if you stay in the Settlement and submit a timely and Valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Settlement Class Members who wish to object to the Settlement and/or Application for Attorneys' Fees, Expenses, and Service Awards must file a written objection with the Court before **Objection Deadline**. Settlement Class Members must not have excluded themselves from the Settlement Class to submit an objection.

For an objection to be considered by the Court, the written objection filed with the Court must also be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator before **Objection Deadline**.

Court	Settlement Administrator	Defendant's Counsel
Clerk of the Court Orange County Courthouse 425 N. Orange Avenue Orlando, Florida 32801	Mullinax Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102	Matthew Green COLE, SCOTT & KISSANE, P.A. 110 Tower, 110 SE 6th Street, Suite 2700 Fort Lauderdale, FL 33301
Class Counsel		
Carolyn Chen STRAUSS BORRELLI PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Tonyia Johnson SHAMIS & GENTILE, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33136	Scott Edelsberg EDELSBERG LAW, P.A. 20900 NE 30th Ave, Suite 417 Aventura, FL 33180

For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Notice.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

For an objection to be considered by the Court, the objection must also set forth:

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

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

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve the Settlement as final and whether to approve Class Counsel's application for an award of attorneys' fees, costs and expenses, and Service Awards for the Class Representatives.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 21), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Class Member Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [WEBSITE](#). You may also contact the Settlement Administrator by mail or email:

Mail: Mullinax Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [Email Address](#)

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

EXHIBIT 3

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Marino, et al. v. Mullinax Ford of Central Florida Inc.
Case No. 2026-CA-004289-O
Circuit Court of the Ninth Judicial Circuit in and for Orange County, FL
**WEBSITE
CLAIM FORM**

**MUL
CLAIM**

GENERAL INSTRUCTIONS

This is the Court-approved Claim Form for the class action settlement in **Marino v. Mullinax Ford of Central Florida Inc.** Settlement Class Members may submit this Claim Form by mail or complete and submit it online at **WEBSITE** to claim Settlement Class Member Benefits. Online Claim Forms must be submitted no later than **DATE**. Mailed Claim Forms must be postmarked no later than **DATE**.

The Settlement Class includes the 4,038 United States citizens whose Private Information was allegedly compromised in the Data Incident discovered by Mullinax Ford of Central Florida, Inc. ("Defendant") in February 2026, including all those who received notice of the Data Incident.

You are NOT eligible to submit a Claim Form if you opted out of the Settlement or are (a) Defendant and its parents or subsidiaries, any entities in which it has a controlling interest, as well as its officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

SETTLEMENT CLASS MEMBER BENEFITS

Settlement Class Members who submit a timely and valid Claim Form may elect to receive two (2) years of one (1) credit bureau **Credit Monitoring** and may select **one of the following Cash Payment options**:

OPTION 1

Cash Payment A – Documented Losses. Up to \$3,000.00 in cash compensation for Documented Losses incurred as a result of the Data Incident.

Documented Losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

Cash Payment B – Lost Time. Settlement Class Members may also submit a claim for reimbursement of time spent remediating issues related to the Data Incident or researching the Data Incident at a rate of \$25.00 per hour, for up to three (3) hours (a total of \$75.00).

OPTION 2

Cash Payment C - Alternative Cash Payment. As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is an alternative cash payment in the amount of \$50.00.

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. 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:

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

QUESTIONS? VISIT WWW.MULCLAIM.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Marino, et al. v. Mullinax Ford of Central Florida Inc.
Case No. 2026-CA-004289-O
Circuit Court of the Ninth Judicial Circuit in and for Orange County, FL
**WEBSITE
CLAIM FORM**

**MUL
CLAIM**

I. NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your 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.

Note: Enrollment instructions will be sent to the email address you provided in Section I of this Claim Form if the Settlement is approved and becomes final.

**Proceed to Section III to claim Documented Losses and/or Reimbursement of Lost Time;
Proceed to Section IV to claim the Alternative Cash Payment; or
Proceed to Section VI if you do not want to claim a Cash Payment.**

III. DOCUMENTED LOSSES & LOST TIME

☐ Check this box if you are claiming Documented Losses of up to \$3,000.00.

Reasonable Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the loss amount that you are seeking reimbursement for that is supported by the document:

Description of Documentation Provided	Amount
Total Unreimbursed Documented Losses Claimed:	

☐ Check this box if you are claiming reimbursement for time spent remedying issues related to the Data Incident or researching the Data Incident at a rate of \$25.00 per hour. Select the number of hours spent:

☐ One (1) Hour

☐ Two (2) Hours

☐ Three (3) Hours

QUESTIONS? VISIT WWW.CITIZENACCESS.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]

Marino, et al. v. Mullinax Ford of Central Florida Inc.
Case No. 2026-CA-004289-O
Circuit Court of the Ninth Judicial Circuit in and for Orange County, FL
WEBSITE
CLAIM FORM

**MUL
CLAIM**

Proceed to Section V to select a method of payment. You are not eligible to select the Alternative Cash Payment if you are claiming Documented Losses or Lost Time.

IV. ALTERNATIVE CASH PAYMENT

☐ Check this box if you are claiming the \$50.00 Alternative Cash Payment. **Proceed to the next section.**

V. PAYMENT SELECTION

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

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VI. AFFIRMATION & SIGNATURE

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury under the laws of the United States that:

1. I am a Settlement Class Member, and I have not opted out of the Settlement;
2. The information supplied in this Claim Form and any documents submitted in support of my claim are true and correct to the best my knowledge or recollection; and
3. 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

QUESTIONS? VISIT WWW.CENTRALFLORIDACOURTS.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

EXHIBIT 4

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**DEBRA MARINO, MYRA REAMES-
CLEVENGER, and SHIRLEY ROHR,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**MULLINAX FORD OF CENTRAL
FLORIDA, INC.,**

Defendant.

Case No. 2026-CA-004289-O

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

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

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

IT IS HEREBY ORDERED THAT:

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

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

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

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

The 4,038 United States citizens whose Private Information was allegedly compromised in the Data Breach discovered by Defendant in February 2026, as alleged in the Complaint, including all those who received notice of the purported Data Breach.

5. Excluded from the Settlement Class are (a) Defendant and its parents or subsidiaries, any entities in which it has a controlling interest, as well as its officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and (b) the any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range

of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Carolyn Chen of Strauss Borrelli PLLC, Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A.

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

10. Within 10 days after the date of this Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator, as required by the Settlement Agreement.

11. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most

practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

12. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement. The Settlement Administrator shall commence the Notice Program within 30 days following entry of this Order and shall complete the Notice Program no later than 45 days before the initial date set for the Final Approval Hearing, as set forth in the Settlement Agreement.

13. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline. The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and final judgment approving the Settlement.

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

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, Expenses, and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be filed or postmarked no later than the Objection Deadline.

16. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Final Approval Hearing will be held in person at the Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida 32801 or via Zoom. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

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

Deadline to provide Settlement Class List to Settlement Administrator	Within 10 days of Preliminary Approval Order
Deadline to commence Notice Program	Within 30 days of Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the initial scheduled Final Approval Hearing

Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	To be set by a separate notice of hearing

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

DONE AND ORDERED on this ____ day of _____, 2026.

EXHIBIT 5

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**DEBRA MARINO, MYRA REAMES-
CLEVINGER, and SHIRLEY ROHR,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**MULLINAX FORD OF CENTRAL
FLORIDA, INC.,**

Defendant.

Case No. 2026-CA-004289-O

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

WHEREAS, on [REDACTED], 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Costs, Expenses and Service Awards (# [REDACTED]);

WHEREAS, on [REDACTED], 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Carolyn Chen of Strauss Borrelli PLLC, Scott Edelsberg of Edelsberg Law, P.A., and Tonyia Johnson of Shamis & Gentile P.A. as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date (# [REDACTED]);

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

WHEREAS, on [REDACTED], 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorney Fees, Costs, Expenses, 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 Releases and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including, but not limited to, (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration

of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.

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

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

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

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

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

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

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

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

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

13. Therefore, the Court finally certifies the following Settlement Class: “the 4,038 United States citizens whose Private Information was allegedly compromised in the Data Breach discovered by Defendant in February 2026, as alleged in the Complaint, including all those who received notice of the purported Data Breach.”

Excluded from the Settlement Class are (a) Defendant and its parents or subsidiaries, any entities in which it has a controlling interest, as well as its officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and (b) the any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

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

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

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

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

18. Class Counsel is awarded \$140,000.00 for attorney fees, expenses, and costs. Under applicable Florida precedent, the requested attorney fees and costs are reasonable. *See, e.g., Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995). The requested attorney fees, costs, and expenses shall be paid in accordance with the Agreement.

19. The Class Representatives shall be awarded Service Awards in the amount of \$2,750.00 each. The Service Awards shall be paid in accordance with the Agreement.

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

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

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

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

DONE AND ORDERED on _____, 2026.
