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

DEBRA MARINO, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MULLINAX FORD OF CENTRAL FLORIDA, INC.,

Defendant.
_____/

CASE NO. 2026-CA-004289-O

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

Plaintiffs[1] Debra Marino, Myra Reames-Clevenger and Shirley Rohr, individually and on behalf of the Settlement Class, and Class Counsel respectfully move this Court for an order granting Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement Agreement and Application for Attorneys' Fees, Costs, Expenses, and Service Awards (the "Motion"). This Motion is made pursuant to Florida Rule of Civil Procedure 1.220(e), and is based on the memorandum of law contained in this Motion, the Joint Declaration of Class Counsel ("Joint Decl."), attached as ***Exhibit B***, and the Declaration of Stephanie Saunders, Esq. Re: Implementation of Notice Plan and Settlement Administration ("Admin. Decl."), attached as ***Exhibit C***.

The Court granted Preliminary Approval of the Settlement (Filing No. 254977318) on August 17, 2026, which provides substantial benefits to the Settlement Class, including: (i) up to

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

$3,000.00 per Settlement Class Member for Documented Losses ("Cash Payment A"); (ii) up to three (3) hours of lost time, for a rate of $25.00 per hour ("Cash Payment B"); (iii) or, in the alternative to the aforementioned Cash Payments A and B, Settlement Class Members may elect to receive an Alternative Cash Payment in the amount of $50.00 ("Cash Payment C"); (iv) finally, in addition to the Cash Payments, all Settlement Class Members may claim up to two (2) years of one (1) bureau Credit Monitoring. Defendant is also separately responsible for the Settlement Administration Costs, as well as the requested attorneys' fees, costs, and expenses of $140,000, and Service Awards of $2,750 to each of the Settlement Class Representatives, none of which will reduce the value of the Settlement Class Member Benefits. The Court found the Settlement to be within the range of reasonableness for Final Approval and that class certification requirements were met in its Preliminary Approval Order. Plaintiffs and Class Counsel now move the Court for Final Approval and apply for attorneys' fees and costs for Class Counsel and a Service Award for each Class Representative. The Settlement meets all the criteria for Final Approval.

As of the filing of this Motion, no Settlement Class Members have objected, and none have opted out. Admin. Decl. ¶¶ 16-17. The Settlement Class's response further supports the finding that the Settlement is fair, reasonable, and adequate. Preliminary Approval Order ¶ 3. The Parties' counsel fully evaluated the strengths, weaknesses, and equities of their respective positions and believe the proposed Settlement fairly resolves their differences. Joint Decl. ¶ 3. For the reasons set forth herein, the Court should grant Final Approval as well as Plaintiffs' application for fees, costs, expenses, and Service Awards.

I. INTRODUCTION AND PROCEDURAL HISTORY

Defendant is a car dealership that sells new and used cars and services cars, with its principal place of business located in Apopka, Florida. Filing No. 249485215 ("Am. Compl.") ¶

56. In connection with its business, Defendant maintains Private Information entrusted to it in exchange for its services, including names, Social Security numbers, and driver's license numbers. *Id*. ¶ 1.

Between December 4, 2025, and December 25, 2025, Defendant experienced a ransomware incident and began an investigation into the matter (the "Data Incident"). SA ¶ 1. 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. *Id*. Following an investigation, Defendant learned that the Private Information of several thousand individuals was contained in the potentially affected files from the Data Incident. *Id*.¶ 2.

On February 5, 2026, Plaintiffs Reames-Clevenger and Shirley 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"). SA ¶ 3. 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"). *Id*.

On April 28, 2026, 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. *Id*. ¶ 6. The Court granted the motion to stay on May 4, 2026. *Id*. 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. *Id*. ¶ 7. On May 18, 2026, the parties participated in a full-day mediation with Lance Harke. *Id*. ¶ 8. Despite the arm's-length negotiations between experienced counsel, the parties were unable to reach an agreement and continued negotiations following mediation. *Id*. On May 19, 2026, the Parties reached an agreement on the material terms of the class-wide Settlement. *Id*.

After the Parties reached an agreement on the material terms, Plaintiffs from the Federal Action dismissed their action 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. *Id*. ¶ 10.

The Parties then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, reviewed the Notices and Claim Form drafts, and ultimately signed the Settlement Agreement. Joint Decl. ¶ 11. Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement on August 14, 2026, which the Court granted on August 17, 2026. *Id*.

II. SUMMARY OF THE SETTLEMENT

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

> "The [4,073] 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."

SA ¶ 52.

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. *Id.*

B. Settlement Class Member Benefits

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 losses related to fraud and/or identity theft as a result of the Data Incidents. *Id.* ¶ 59(a). Documented Losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. *Id.* To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. *Id.*

Cash Payment B – Loss Time. Settlement Class Members may also submit a Claim for reimbursement for time spent remedying issues related to the Data Incidents or researching the Data Incidents at a rate of $25.00 per hour, for up to three (3) hours (a total of $75.00). *Id.* ¶ 59(b). The Settlement Class Member must attest (by signature or checkmark) the validity of the Class Member's Lost Time Claim and to briefly describe the time spent. *Id*. Settlement Class Members may elect to submit a Claim for both Cash Payment A and Cash Payment B. *Id*.

Cash Payment C – Alternative Cash Payment. As an alternative to Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive Cash Payment C, which is a cash payment in the amount of $50.00. *Id.* ¶ 59 (c). No documentation is required to claim this benefit other than submission of a Valid Claim. *Id.*

Credit Monitoring. In addition to selecting one (1) or more of the Cash Payments listed

above, all Settlement Class Members may submit a Claim for two (2) years of one (1) bureau Credit Monitoring.

C. Notice Program

Following Preliminary Approval, the Settlement Administrator, Angeion, effectuated the Notice Program in accordance with the Parties' Settlement Agreement and the Court's Preliminary Approval Order. Admin. Decl. ¶¶ 6, 20. The Notice Program consisted of Postcard Notice, Long Form Notice, the Settlement Website, and a toll-free Settlement telephone number. SA ¶¶ 41, 65.

On September 3, 2026, Defendant provided Angeion with one (1) data file containing known Settlement Class Member names and mailing addresses. Admin. Decl. ¶ 9. In an effort to ensure that the Notice would be delivered to Settlement Class Members, Angeion performed deduplication analysis and skip-tracing. *Id.* ¶¶ 9, 12.

On September 16, 2026, Angeion mailed the Postcard Notice to 4,073 Settlement Class Members via U.S. Mail. *Id*. ¶ 10. Of these 4,073 Postcard Notice. Approximately 486 were returned by USPS. *Id*. ¶ 12. For the Postcard Notices returned without a forwarding address, Angeion performed an advanced address search (i.e. skip trace). *Id*. Of the 486 returned Postcard Notices, 200 Postcard Notices were re-mailed to either a newfound address or with the forwarding addresses provided by USPS. *Id*. 286 Postcard Notices ultimately determined to be undeliverable. *Id*. Direct formal notice was successfully delivered to or was not returned as undeliverable for 3,787 Settlement Class Members, which equates to approximately 93% of the Settlement Class. *Id*.

On September 16, 2026, Angeion published and continues to maintain a dedicated website regarding the Settlement at https://www.mullinaxcardealershipsettlement.com/. *Id*. ¶ 13. The Settlement Website contains important dates, deadlines, and Settlement-related documents,

including the Settlement Agreement and Release, the Long Form Notice, the Preliminary Approval Order, and downloadable versions of the Notice of Class Action Settlement and Claim Form. *Id*. As of October 23, 2026, the Settlement Website has received 141 unique visitors and 722 views. *Id*.

A Settlement-specific toll-free telephone number was included in the Postcard Notice and on the Settlement Website. *Id*. ¶ 14. The system is accessible 24 hours a day, seven days a week, and will remain in operation throughout Settlement Administration. *Id.* The toll-free telephone number included in the Notice and on the Settlement Website is 1-866-353-4326. *Id*. This telephone number is active and has been available to the public since September 16, 2026. *Id*.

Overall, the Notice Program was highly effective and satisfied the requirements of due process to the Settlement Class as required by the Florida Constitution. The Notice Program achieved an overall direct-mail reach of approximately 93%. *Id*. ¶ 12. This reach rate exceeds the Federal Judicial Center's guidelines concerning appropriate reach, which state that a notice plan that reaches a minimum of 70% of targeted class members is reasonable.

D. Claim Submission Process - To receive Settlement Class Member Benefits, Settlement Class Members are required to accurately and timely submit Claims through the Court-approved Claim Form by the Claim Form Deadline. *See* Preliminary Approval Order ¶ 17. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form. SA ¶ 76. As of October 23, 2026, Angeion has received 219 Claim Form submissions. Admin. Decl. ¶ 15. Angeion will review all Claim Forms to determine their validity and will distribute Cash Payments no later than sixty days after the Effective Date. SA ¶¶ 77, 85. Cash Payments will be made electronically or by paper check, depending upon Settlement Class Members' selections. *Id*. ¶ 86. Class Counsel will

update the Court at the Final Approval Hearing with the total number of Claims filed.

E. Opt-Outs and Objections - The deadline to opt out of or object to the Settlement is November 9, 2026. Admin. Decl. ¶¶ 16-17. As of October 23, 2026, there have been zero (0) objections and zero (0) opt-outs. *Id.*

F. Attorneys' Fees, Costs, Expenses, and Service Awards - After the Parties agreed on all material terms of the Settlement, they discussed attorneys' fees, costs, expenses, and Service Awards. Joint Decl. ¶ 28. The Parties negotiated and Defendant agreed to separately pay attorneys' fees, costs, and expenses in an amount of up to $140,000.00. SA ¶ 91. The Notices advised the Settlement Class that Class Counsel would be seeking attorneys' fees, costs, and expenses in that amount. *see* SA; Exhibits 1-2. Further, the Parties agreed Class Counsel would request a Service Award in the amount of $2,750.00 for each Class Representative ($8,250.00 total). *Id*. ¶ 90. Likewise, the Notices advised the Settlement Class about the amount of the Service Awards. *Id*., Exhibits 1-2. As indicated above, zero (0) Settlement Class Members have objected to the amounts requested.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

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

see also In re U.S. Oil & Gas Litig., 967 2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action Actions"); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement").[2]

A. The Settlement is Fair, Reasonable, and Adequate

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. Preliminary Approval Order ¶ 3. At the Final Approval Hearing, after Notice to the Settlement Class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the Settlement "is fair, adequate, and reasonable and is not the product of collusion between the parties." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted); *see also Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008); *Barnhill v. Florida Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 199-200 (Fla. 3d DCA 2005); *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 854 (Fla. 3d DCA 2009). The court is "not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial." *Roubert v. Capital One Fin. Corp.*, No. 8:21-cv-2852-TPB-TGW, 2023 WL 5916714, at *5 (M.D. Fla. Jul. 10, 2023) (quotation omitted).

The factors a trial court should consider when determining whether to approve a class action settlement include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate,

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

and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson*, 985 So. 2d at 57; *Silva v. U.S. Century Bank*, 2014 Fla. Cir. LEXIS 48275 (Fla. 11th Jud. Cir. Nov. 10, 2014). The Eleventh Circuit Court of Appeals has also identified factors used by Florida courts to evaluate settlements,[3] which again favor the settlement here. *See Leverso*, 18 F.3d at 1530 n.6. Each of these factors favor granting Final Approval here.

1. The likelihood of success at trial

While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks had they continued to litigate the Action,[4] including Defendant's potential success in (i) moving for

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

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

dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. Joint Decl. ¶ 15. Moreover, even if a litigation class was certified and Plaintiffs prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals. *Id.* ¶ 18. In contrast, this Settlement provides certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive certain compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial. *Id.* ¶ 20.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, No. 1:14-md-02583, 2016 WL 6902351, at *6 (N.D. Ga. Aug. 23, 2016) ("[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval."); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been "unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial"), *aff'd*, 737 F.2d 982 (11th Cir. 1984).

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

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by "the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate." *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990). Indeed, "[a] settlement

can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery." *Id.* This is because a settlement must be evaluated "in light of the attendant risks with litigation." *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 ("[C]ompromise is the essence of settlement.").

The risk of establishing damages in this Action was not insignificant. Joint Decl. ¶ 17. Indeed, there is no assurance that a jury or the Court would find in favor of the Settlement Class and award the full amounts claimed as owed. *Id. See, e.g., Southern Independent Bank v. Fred's, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury.

Class Counsel vigorously advocated for the Settlement Class Members in this Action and believe the Settlement is in the best interest of the Settlement Class. Joint Decl. ¶ 21. These benefits include various Cash Payment options as well as Credit Monitoring through one of the three (3) national credit bureaus, as detailed *supra*. The Settlement compares favorably with similar data breach class actions and provide certain, substantial, and immediate relief to the Settlement Class. *Id*. ¶ 19. It ensures Settlement Class Members with Valid Claims will receive certain compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial. *Id*. ¶ 20. Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

3. The complexity, expense, and duration of litigation

Given the "particularly risky, expensive and complex" nature of data breach cases, *see* footnote 4, *supra*, litigating these claims further would have undoubtedly proven difficult and

consumed even more significant time, money, and judicial resources. Even if Plaintiffs ultimately prevailed in the Action, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment). Joint Decl. ¶ 18; *Lee*, 2015 WL 5449813, at *9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) ("Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this…factor weighs strongly in favor of granting final approval to the Settlement Agreement.")). In contrast, the Settlement saves the Court's and the Parties' resources and provides immediate relief to the Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

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

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

4. The substance and amount of opposition to the Settlement

The Settlement Class fully endorses and supports the Settlement. Joint Decl. ¶ 23. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. *Id*. As of the date of filing this Motion, zero (0) Settlement Class Members have opted out and zero (0) have objected. Admin. Decl. ¶¶ 16-17. The deadline to opt

out of or object to the Settlement is November 9, 2026. Preliminary Approval Order ¶ 17. Should any objections be timely and properly submitted, Class Counsel will notify the Court before the Final Approval Hearing. The same is true if anyone opts out.

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

Courts consider "the degree of case development that class counsel have accomplished prior to settlement" to ensure that "counsel had an adequate appreciation of the merits of the case before negotiating." *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, "[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations." *Ressler*, 822 F. Supp. at 1555. The Action settled only after a thorough exchange of informal discovery between parties that were well informed of the issues in this litigation as well as a full-day mediation with an experienced mediator. Joint Decl. ¶ 24. Based upon Class Counsel's experience, this was an appropriate time to negotiate a class wide settlement. *Id*.

Based on the foregoing, it is Class Counsel's well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id*. ¶ 46.

B. The Notice Program Was the Best Notice Practicable

The Rule 1.220(c) notice requirements are designed to provide sufficient due process to class members by informing them of the action's pendency and providing an opportunity to be heard or opt-out and must be the "best notice that is practicable under the circumstances." *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So.

2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which "is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Here, the Notice Program, consisting of direct Postcard Notice, Long Form Notice, the Settlement Website, and a toll-free Settlement telephone number, was the best notice practicable. Furthermore, the Notice Program was timely commenced and properly completed in full compliance with the Court's instructions in the Preliminary Approval Order and the requirements in the Settlement Agreement.

IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED

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

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

Numerosity: The movant must demonstrate that the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). "No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation." *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied. There are approximately 4,073 members of the Settlement Class. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each of the Settlement Class Members file suit and move to consolidate their suits into this Action concerning the same legal issues.

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

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

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

Commonality is easily satisfied. Plaintiffs' claims all turn on whether Defendant's security environment was adequate to protect the Settlement Class Members' Private Information, the

resolution of which revolves around evidence that does not vary between members, and so can be fairly resolved for all Settlement Class Members at once.

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

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

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

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

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

Sosa, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because the Class Representatives and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. Joint Decl. ¶ 45. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context. *Id*. ¶ 2.

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

Superiority: Finally, Rule 1.220(b)(3) superiority requirement is met. "[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy." *Id.* Resolution of the claims of approximately 4,073 Settlement Class Members, in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class Members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. Joint Decl. ¶44. It is desirable to litigate the claims in this Court given Defendant's substantial business activity in Florida because the Parties agreed that jurisdiction is appropriate here, and manageability is no concern in the context of class settlement approval. *Id.*

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

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

Class Counsel respectfully requests a $2,750.00 Service Award for each Class Representative to compensate them for their work in filing the Action and facing the risks associated with serving as representative. SA ¶ 90. In prosecuting this Action, the Class Representatives expended time and effort and took significant financial and significant risks for the benefit of the putative class. Joint Decl. ¶ 27. This imposed a burden on them out of proportion to their individual stake in the matter. As of the filing of this motion, zero (0) objections have been asserted to the Service Award. Admin. Decl. ¶ 17.

Class Counsel also respectfully requests the Court award $140,000.00 in attorneys' fees, costs, and expenses. Joint Decl. ¶ 28. Following receipt of Notice, zero (0) Settlement Class Members have objected to the amount of attorneys' fees requested. Admin. Decl. ¶ 17. Class Counsel's request is within the range of reason under established Florida law, as it was calculated by analyzing Class Counsel's lodestar and applying a contingency risk multiplier. For the reasons set forth below, the requested attorneys' fees are more than reasonable when compared to the time and effort devoted to the prosecution of the Action and the results achieved through the Settlement. These costs were reasonably and necessarily incurred in an effort to effectively litigate Plaintiffs' claims and negotiate and execute the Settlement Agreement. Joint Decl. ¶ 34.

A. Service Awards for the Class Representatives.

The Court should approve the $2,750.00 Service Award for each Class Representative as the amount is just, fair, and reasonable and Defendant does not oppose such award. Under Florida law, Service Awards in class actions are appropriate as compensation for the fact that class representatives are "identified as a class litigant in public records…[are] subject to fiduciary duties [and] may be deposed and required to produce records" and must engage in the litigation

proceedings. *Altamonte Springs Imaging, L.C.*, 12 So. 3d at 857 (affirming $10,000 award because being a class representative "is less an honor than a headache"). *See also Holt v. HHH Motors, LLP*, No. 16-2012-CA-010179, 2015 WL 14085461, at *2 (Fla. 4th Jud. Cir. June 17, 2015) (approving the payment of $5,000.00 to both of the named plaintiffs as an incentive award for their actions and contributions to the litigation).

The Class Representatives have actively followed this matter even prior to the Amended Complaint being filed and have made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and answering Class Counsel's many questions. Joint Decl. ¶ 26. The requested Service Award is justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and is reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved. *Id.*

B. The Court Should Award the Requested Attorneys' Fees, Costs, and Expenses.

Pursuant to the Settlement Agreement, and consistent with recognized class action practice and procedure, Plaintiffs respectfully request an award of attorneys' fees, costs and expenses of $140,000.00 ("fee award"), to be paid separate and apart from other Settlement Class Member Benefits made available under the Agreement. Plaintiffs and Defendant negotiated and reached agreement regarding attorneys' fees, costs, and expenses only after reaching agreement on all other substantive Settlement terms. Joint Decl. ¶ 28. The requested fee award is within the range of reason under established Florida law. *Id*. For the reasons detailed herein, Plaintiffs submit that the

requested fee award is appropriate, fair, and reasonable and respectfully request that it be approved by the Court.

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

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

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

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

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

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

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

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

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

Id. at 323 n.5; *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the

requested attorneys' fees, costs, and expenses of up to $140,000.00 in this Action and the application of a contingency risk multiplier of 1.04, which the Florida Supreme Court recognized in *Kuhnlein* should be applied "in recognition of the substantial benefit class counsel conferred upon the class members." 662 So. 2d at 315.

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

Prosecuting and settling the Action demanded considerable time, labor, and skill. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiffs' and Settlement Class Members' information, interviewing potential clients; evaluating the potential Class Representatives; contributing to the evaluation of the merits of the Action before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the Unopposed Motion for Preliminary Approval of Class Action Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, Expenses, and Service Awards; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from the Class Representatives. Joint Decl. ¶ 32. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id*.

"[P]rosecution and management of a complex national class action requires unique legal skills and abilities." *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for data breach litigation. *See, e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped."); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954 (E.D. Pa. Sep. 24, 2019) ("This is a complex case in a risky field of litigation because data

breach class actions are uncertain and class certification is rare."). The Court in *In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 (N.D. Cal. Sep. 13, 2011) has noted that "many [data breach class actions] have been dismissed at the pleading stage."

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

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

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

This Action has required substantial time and labor from the attorneys. *Id.* ¶ 37. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Class Counsel's ability to

work on other fee-generating and/or lower risk cases from the time the Action was being investigated throughout the litigation. *Id*.

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

Class Counsel have significant and unique legal experience in consumer class action litigation, and data breach litigation specifically. *Id.* ¶ 2. The hourly rates charged by Class Counsel are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. *Id.* ¶ 41. *See, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, No. 6:17-cv-890-PGB-LRH, 2021 WL 1186811, at *4 (M.D. Fla. Mar. 19, 2021) (approving rate of $800 for partners and $458 for associates and paralegal rates of $150 and $195 in recognition that "[c]ommercial class action law is sufficiently specialized that it should be considered a national market"); *Jackson v. Wendy's Int'l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorneys' fees utilizing lodestar crosscheck with rates of up to $950.00 for partners and $575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving partner rates of $950.00 and $717.00 for associate); *Mitchael v. 301 Scrubs Investors LLC*, No. CACE26000716 (Fla. Cir. Ct., 17th Jud. Cir., Broward Cty. 2026) (approving partner rates of $1,050.00 and $750.00 for associates). Given the experience, reputation, and skills of Class Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Courts around the country have approved these rates. *Id.* ¶ 41.

Class Counsel's lodestar is $134,675.00. *Id.*¶ 34. Class Counsel will also spend more time following Final Approval assisting the Settlement Administrator with distribution of the Cash

Payments and attending to other Settlement administration matters. *Id.* ¶ 35.

As noted above, it would not be unreasonable for Class Counsel to seek a multiplier up to five times the lodestar amount. *See Kuhnlein*, 662 So. 2d at 313–15. However, Class Counsel here requests a modest 1.04 multiplier, which is justified in light of the fact that Class Counsel rendered service without compensation, achieved an excellent result, and offered extremely reasonable billing rates given their experience. *See* Joint Decl. ¶¶ 13, 33, 35. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. *Id*. ¶ 37. The financial risks borne by Class Counsel fully support the fee requested. *Id*. Other courts have awarded fees in data breach cases and other class actions relying on risk multipliers in line with, and in excess of, the multiplier Class Counsel requests here. *See, e.g., In re Facebook Biometric Info. Priv. Litig.*, 2022 WL 822923, at *1-*2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy case); *see also Martin v. Lake Cty.*, No. 2009-CA5295, 2016 Fla. Cir. LEXIS 2272, *24 (quoting *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla 2007)) ("Florida's lodestar analysis is patterned after, 'lodestar multipliers in larger and complicated class actions range from 2.26 to 4.5, while three appears to be the average.'"); *Ramos v. Philip Morris Cos*., 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (upholding award of attorneys' fees and stating that a multiplier of 5 was justified); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *39-40 (N.D. Ga. Mar. 17, 2020) (finding multiplier of 2.62 reasonable and within the typical range). The requested attorneys' fee award sought here is squarely in line with fee awards approved in other data breach class action cases.

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

This Action raised issues of genuine importance to approximately 4,073 individuals who were affected by the Data Incident. Because of the significant risks associated with this Action and

potential barriers faced by Plaintiffs, Class Counsel achieved an excellent recovery for the Settlement Class, as detailed above. SA ¶ 59. The result here demonstrates why the requested fee award is reasonable. *See Kuhnlein*, 662 So. 2d at 315 (The result achieved is a major factor to consider in making a fee award); *see also Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("critical factor is the degree of success obtained"); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1342 (S.D. Fla. 2007); *Behrens*, 118 F.R.D. at 547–48 ("The quality of work performed in a case that settles before trial is best measured by the benefit obtained.").

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

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

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of this Action and its importance. *See* Joint Decl. ¶¶ 39-40. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *Id*. ¶ 38. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *Id*.

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

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

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

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

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

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

The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in this Action after rendering the services described above. *Id*. ¶ 30. The fully contingent nature of this representation further supports the requested fee award, applying the requested multiplier.

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

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

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

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

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

C. Class Counsel's Reasonable Costs and Expenses

Finally, Class Counsel have incurred reasonable and necessary costs to pursue the claims in this Action. Joint Decl. ¶ 34; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). To date, those costs are $4,886.57, and predominantly consist of filing fees, *pro hac vice* application fees, mediation fees, and service of process fees. Joint Decl. ¶ 34.

CONCLUSION

For all the foregoing reasons, Plaintiffs and Class Counsel respectfully request this Court enter an order: (a) granting Final Approval to the Settlement; (b) affirming certification of the Settlement Class for settlement purposes; (c) reaffirming the appointment of Debra Marino, Myra Reames-Clevenger, and Shirley Rohr as Class Representatives; (d) reaffirming the appointments of Carolyn Chen and Tonyia Johnson as Class Counsel; (e) awarding Class Counsel $140,000.00 in attorneys' fees, costs, and expenses; (f) awarding a Service Award to the Class Representatives in the amount of $2,750.00 each; (g) overruling timely objections, if any; and (h) entering final judgment dismissing the Action with prejudice and reserving jurisdiction over Settlement implementation.

Dated: October 23, 2026

Respectfully submitted,

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Counsel for Plaintiffs and the Class

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

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

/s/ Tonyia Johnson
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CERTIFICATE OF SERVICE

I hereby certify that on October 23, 2026, a true and correct copy of the foregoing was filed via the Florida Court's E-Filing Portal, which will send an electronic notice of filing and service copy of the foregoing to all registered users authorized to receive service of filings for this case.

/s/ Tonyia J. Johnson

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EXHIBIT A

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

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release[1] 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 Apil 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 Conty, 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 Cass 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)

Tonyia Johnson (Aug 6, 2026 14:06:16 EDT)
_____
TONYIA JOHNSON
Shamis & Gentile P.A.

Carolyn Chen
_____
CAROLYN CHEN
Strauss Borrelli PLLC

Scott Edelsberg
_____
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-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: _____
Its _____

COUNSEL FOR MULLINAX FORD OF CENTRAL FLORIDA INC.,

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

PLAINTIFFS

_____
DEBRA MARINO

Signed by:
Myra Reames-Clevenger
_____
E660D562E6AF4D9...
MYRA REAMES-CLEVENGER

_____
SHIRLEY ROHR

Docusign Envelope ID: 5711CED3-3EFF-8C0F-81AA-6895D86B03A2

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 Marie Rohr
26EC98EF68E04D8...
_____
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
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 cannot 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 not 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.

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.

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.

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.

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

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.

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.

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.

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.

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 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).

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._____.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

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

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-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] 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 _____, 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 (# ___);

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed 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 (# ___);

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

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider 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. _____, _____, and _____ have timely opted-out of the Settlement**.** These individuals will not be bound by the Agreement or the Releases contained therein.

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

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

17. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties release and forever 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.

_____

EXHIBIT B

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

DEBRA MARINO, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MULLINAX FORD OF CENTRAL FLORIDA, INC.,

Defendant.
_____/

CASE NO. 2026-CA-004289-O

JOINT DECLARATION OF CLASS COUNSEL

Carolyn Chen and Tonyia Johnson hereby declare as follows:

1. We are counsel of record for Plaintiffs[1] and Class Counsel for the Settlement Class in the above-captioned Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, Expenses, and Service Awards. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

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

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

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

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

4. On February 5, 2026, Plaintiffs Reames-Clevenger and Shirley Rohr filed a Class Action Complaint relating to this Data Incident in the United States District Court, Middle District of Florida, Orlando Division.

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.

6. Shortly thereafter, in an effort to conserve resources for the benefit of those potentially impacted in the Data Incident, the Parties began discussing settlement.

7. On April 28, 2026, 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.

8. 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.

9. On May 18, 2026, the parties participated in a full-day mediation with Lance Harke. Despite the arm's-length negotiations between experienced counsel, the parties were unable to

reach an agreement and continued negotiations following mediation. On May 19, 2026, the Parties reached an agreement on the material terms of the class-wide Settlement.

10. After the Parties reached an agreement, 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 then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, reviewed the Notices and Claim Form drafts, and ultimately signed the Settlement Agreement. Plaintiffs filed the Unopposed Motion for Preliminary Approval of Class Action Settlement on August 12, 2026, and the Court granted preliminary approval on August 17, 2026.

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

13. Class Counsel believe the Settlement Class Member Benefits (including cash payments options of up to $3,000.00 per Settlement Class Member for Documented Losses; cash payment for up to three (3) hours of lost time, for a rate of $25.00 per hour; or, in the alternative to the two prior cash payments, an Alternative Cash Payment in the amount of $50.00; as well as two (2) years of one (1) bureau Credit Monitoring through one of the three (3) national credit bureaus) adequately compensates Settlement Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for the Settlement Class. Indeed, these benefits have a collective value of millions of dollars.

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

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

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

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

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

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

20. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive certain

compensation now and provides Settlement Class Members with access to Settlement Class Member Benefits that may not have been available at trial.

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

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

23. The Settlement Class fully endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out of or object to the Settlement. As of October 14, 2026, no Settlement Class Member objected to the Settlement and no members of the Settlement Class have opted-out.

24. In sum, the Settlement is fair, reasonable, and adequate given Defendant's defenses and the challenging and unpredictable path of litigation Plaintiffs would have faced absent the Settlement. The Action settled only after a thorough exchange of informal discovery between parties that were well informed of the issues in this litigation, as well as a full-day mediation with an experienced mediator. Based upon Class Counsel's experience, this was an appropriate time to negotiate a classwide settlement.

25. The Settlement provides for a reasonable Service Award to the Class Representatives in the amount of $2,750.00 each, subject to approval by the Court, and will be paid by the Defendant separate and apart from the Settlement Class Member Benefits.

26. The Service Awards are meant to compensate the Class Representatives for their efforts on behalf of the Settlement Class, which includes maintaining contact with Class Counsel,

participating in client interviews, providing relevant documents, assisting in the investigation of the Action, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and answering Class Counsel's many questions.

27. The Class Representatives expended substantial time and effort and took on significant risks for the benefit of the Settlement Class as a whole, assuming a burden out of proportion to their individual stake in the matter. Plaintiffs zealously litigated their claims and secured substantial relief, and have no interests antagonistic to the Settlement Class. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and are reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved.

28. The Settlement Agreement also provides for an award of attorneys' fees, costs, and expenses of up to $140,000.00. This term was negotiated only after the substantive terms of the Settlement had been agreed upon, and is subject to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the requested fee. Payment of attorneys' fees, costs, and expenses will not impact the Settlement Benefits paid to Settlement Class Members.

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

30. Class Counsel prosecuted this Action on a purely contingent basis. As such, Class Counsel have not received any compensation for their extensive efforts or been reimbursed for

litigation costs incurred, and have assumed a significant risk of nonpayment or underpayment. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

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

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

33. The total lodestar of all the law firms that worked on this Action is $134,675.00. This number is broken down by firm as follows:

Strauss Borrelli PLLC

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Samuel Strauss	Partner	950.00	12.60	11,970.00
Brittany Resch	Partner	800.00	34.00	27,200.00
Carly Roman	Associate	700.00	0.10	70.00

Sarah Soleiman	Associate	625.00	4.50	2,812.50
Carolyn Chen	Associate	625.00	43.10	26,937.50
Megan Wang	Paralegal	200.00	1.10	220.00
Min Ro	Paralegal	200.00	0.40	90.00
Lauren Chagolla	Legal Assistant	150.00	0.25	37.50
TOTAL			**96.05**	**$69,337.50**

Shamis & Gentile

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Leanna Loginov	Partner	950.00	27.45	$26,077.50
Tonyia Johnson	Associate	750.00	25.5	$19,125.00
Alexandra Mormile	Associate	750.00	8.1	$6,075.00
Catherine Rosario	Paralegal	250	5	$1,250.00
TOTAL			**66.05**	**$52,527.50**

Edelsberg Law

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Scott Edelsberg	Partner	1,050.00	12.2	12,810.00
TOTAL			**12.2**	**$ 12,810.00**

34. Additionally, we have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of this Action (filing fees, *pro hac vice* application fees, mediation fees, and service of process fees), totaling $4,886.57. This number is broken down by firm as follows:

Strauss Borrelli PLLC

Category	Total
Filing Fees	$250.00
TOTAL:	**$250.00**

Shamis & Gentile

Category	Total
Filing Fees	$808.95
Service of Process Fee	$77.62
Mediation Fee	$3,750.00
TOTAL:	**$4,636.57**

35. Class Counsel's request for $140,000.00 in attorneys' fees, costs, and expenses results in a multiplier of approximately 1.04.

36. The total hours Class Counsel has spent litigating the Action to date do not include an estimated 25 hours that Class Counsel will spend in preparing for and attending the Final Approval Hearing and assisting the Settlement Administrator with distribution of the Cash Payments following Final Approval, and attending to other Settlement administration matters. These additional hours will result in an even lower multiplier.

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

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

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

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

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

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

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

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

44. Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. It is desirable to litigate the claims in the Orange County Circuit Court given the Parties' agreement on venue, and manageability is not a concern here.

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

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

* * * * * * *

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Miami, Florida on this 23rd day of October, 2026.

/s/Tonyia Johnson
Tonyia Johnson

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Chicago, Illinois on the 23rd day of October, 2026.

/s/ Carolyn Chen
Carolyn Chen

EXHIBIT C

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

DECLARATION OF STEPHANIE SAUNDERS, ESQ. RE: IMPLEMENTATION OF NOTICE PLAN AND SETTLEMENT ADMINISTRATION

I, Stephanie Saunders, Esq., declare as follows:

1. I am a Vice President of Class Action and Mass Tort Services at the class action notice and settlement administration firm Angeion Group, LLC ("Angeion"). I am over 21 years of age and am not a party to this action. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Angeion.

2. I am a licensed attorney in the Commonwealth of Pennsylvania and practiced as a class action attorney for more than eight years at a nationally recognized litigation firm. Prior to practicing law, I developed substantial professional expertise in marketing and advertising within the media and publishing industry, as well as at one of the largest financial institutions in the United States. This combined legal and marketing background uniquely positions me to evaluate and implement effective class action notice programs.

3. In my professional roles focused on marketing, advertising, and audience-driven communications, I led the development and execution of integrated, multi-channel marketing and advertising campaigns across mass media, digital, and direct channels. I had regularly translated complex, technical, and highly regulated subject matter into clear, accessible, and audience-appropriate messaging.

4. This experience is directly applicable to the design, evaluation, and implementation of class action notice programs. I routinely apply these principles to develop notice plans that are strategically targeted, legally compliant, and optimized to maximize reach, comprehension, and participation among class members. My work emphasizes clarity, accuracy, and effectiveness, consistent with due process requirements and established best practices governing class action notice.

5. I have been directly involved in the planning and execution of numerous court-approved notice and claims administration programs, both during my legal practice and in my current role, including some of the largest and most complex notice programs implemented by Angeion. This experience provides me with a comprehensive understanding of the practical, legal, and operational considerations necessary to design and assess notice programs in complex class action matters.

6. Angeion was retained by the Parties and appointed by this Court to serve as Settlement Administrator and to, among other tasks, provide Notice of Proposed Class and Collective Action Settlement to the Settlement Class, and perform other duties as specified in the *Class Action Settlement and Release* ("Settlement Agreement") and by the directives of the Court, including but not limited to the Court's August 17, 2026 *Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* (the "Preliminary Approval Order").

Since then, Angeion has complied with the directives of the Settlement Agreement and the Preliminary Approval Order.

7. Angeion is not related to or affiliated with the Plaintiffs, Class Counsel, Defendant, or Defendant's Counsel.

8. The purpose of this Declaration is to provide the Court with a summary of the work performed by Angeion to disseminate notice to the Settlement Class and other administrative tasks.

CLASS DATA

9. On or about September 3, 2026, Angeion received from Defendant's Counsel, a list of 4,115 records. The data file contained the names and addresses of Settlement Class Members. Angeion reviewed the data file and removed duplicative records, resulting in 4,073 unique records ("Class List").

DIRECT NOTICE

Mailed Notice

10. On September 16, 2026, Angeion caused the postcard Notice ("Postcard Notice") to be mailed via the United States Postal Service ("USPS") first class mail, postage prepaid, to 4,073 Settlement Class Members (the "Mailing List"). A true and accurate copy of the Postcard Notice is attached hereto as **Exhibit A**.

11. Prior to mailing, the Mailing List was processed through the USPS National Change of Address database to identify updated addresses for individuals who have moved within the last four years and who filed a change of address card with the USPS.

12. Notices returned by the USPS as undeliverable with a forwarding address were re-mailed to that forwarding address. Notices returned by the USPS without a forwarding address were subjected to an address verification search ("skip trace") in an attempt to locate an updated address. As a result of the above-described efforts, of the 486 Postcard Notices returned as

undeliverable by the USPS, 200 were re-mailed. As of the date of this declaration, direct formal notice was successfully delivered to or was not returned as undeliverable for 3,787 Settlement Class Members, which equates to approximately 93% of the Settlement Class.[1]

SETTLEMENT WEBSITE

13. By September 16, 2026, Angeion activated the case-specific website, www.MullinaxCarDealershipSettlement.com (the "Settlement Website"), where Settlement Class Members are able to file a claim directly on the website or download and print the Claim Form to be completed and mailed via the USPS. Also on the Settlement Website, Settlement Class Members can easily view general information about this class action Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website provides easy access to the applicable deadlines, relevant information, and important documents—including the Settlement Agreement, Preliminary Approval Order, the Amended Complaint, Notice of Final Approval Hearing, and the Long Form Notice and Claim Form. The Settlement Website also has a "Contact" page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address, info@MullinaxCarDealershipSettlement.com. As of the date of this declaration, the Settlement Website has been visited by 141 unique users totaling 722 page views.

14. By September 16, 2026, Angeion activated the following toll-free number dedicated to this Settlement: 1-866-353-4326. The toll-free hotline utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline is accessible 24

[1] A Postcard Notice is considered "successfully delivered" if it was either (a) not returned by the USPS as undeliverable; or (b) returned as undeliverable, subsequently re-mailed to an updated address, and not returned as undeliverable following re-mailing.

hours a day, 7 days a week. As of the date of this declaration, Angeion has received 15 calls totaling 74 minutes.

CLAIM FORMS

15. The deadline for Settlement Class Members to submit a Claim Form is November 23, 2026. As of the date of this declaration, Angeion has received 219 Claim Forms, representing approximately 5.4% of the Settlement Class. These Claim Form submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to report to the Parties the number of Claim Form submissions it receives and processes. A true and accurate copy of the Claim Form is attached as **Exhibit B**.

EXCLUSIONS & OBJECTIONS

16. The deadline to submit a request for exclusion from the Settlement is November 9, 2026. As of the date of this declaration, Angeion has received zero exclusion requests.

17. The deadline to submit an objection to the Settlement is November 9, 2026. As of the date of this declaration, Angeion has not received and has not been made aware of any written objections.

COST OF ADMINISTRATION

18. Angeion has agreed to provide notice and administration services for the fixed fee amount of $25,000, assuming no material changes to the scope of services contemplated by the Settlement Agreement or additional work requested by the Parties or ordered by the Court.

CONCLUSION

19. The Notice Program described above consisted of direct notice by mail to all reasonably identifiable potential Settlement Class Members, supplemented by a dedicated

Settlement Website and toll-free hotline to provide additional information regarding the Settlement and Settlement Class Members' rights and options.

20. It is my opinion that the Notice Program was implemented in accordance with the Settlement Agreement and the Court's Preliminary Approval Order and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the Settlement and their rights and options. Accordingly, I believe the Notice Program constitutes the best notice practicable under the circumstances and satisfies the notice requirements of due process and Florida Rule of Civil Procedure 1.220.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 23rd day of October, 2026.



STEPHANIE E. SAUNDERS, ESQ., Declarant

EXHIBIT A

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 www.MullinaxCarDealershipSettlement.com to view the Long Form Notice.

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

«Barcode»

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 www.MullinaxCarDealershipSettlement.com 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 www.MullinaxCarDealershipSettlement.com.

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:** __ __/__ __/__ __

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 www.MullinaxCarDealershipSettlement.com 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 at www.MullinaxCarDealershipSettlement.com, 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 **November 23, 2026**, or mailed postmarked no later than **November 23, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **November 9, 2026**. 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 **November 9, 2026**. Please review the Long Form Notice available at www.MullinaxCarDealershipSettlement.com 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 **December 8, 2026** via Zoom Video Conference, 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 **www.MullinaxCarDealershipSettlement.com** for updates and the details to join the Zoom meeting . This Notice is only a Summary. For more information visit www.MullinaxCarDealershipSettlement.com or call toll-free 1-866-353-4326.

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 B

Claim Forms must be submitted online or postmarked by: NOVEMBER 23, 2026

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
www.MullinaxCarDealershipSettlement.com
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 www.MullinaxCarDealershipSettlement.com to claim Settlement Class Member Benefits. Online Claim Forms must be submitted no later than **November 23, 2026**. Mailed Claim Forms must be postmarked no later than **November 23, 2026**.

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 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).

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.MULLINAXCARDEALERSHIPSETTLEMENT.COM
OR CALL TOLL-FREE 1-866-353-4326

Claim Forms must be submitted online or postmarked by: NOVEMBER 23, 2026

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
www.MullinaxCarDealershipSettlement.com
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:	

Claim Forms must be submitted online or postmarked by: NOVEMBER 23, 2026

Marino, et al. v. Mullinax Ford of Central Florida Inc.
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Circuit Court of the Ninth Judicial Circuit in and for Orange County, FL
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CLAIM FORM

MUL CLAIM

☐ 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

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